
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**SCHEDULE 13D
(Rule 13d-101)**

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED
PURSUANT TO § 240.13d-2(a) UNDER THE
SECURITIES EXCHANGE ACT OF 1934**

AMHN, INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

03149A 10 3
(CUSIP Number)

**Susan L. Coyne
7028 Royal Links Dr.
Riverbank, CA 95367
(209) 483-0082**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 17, 2010
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 03149A 10 3

1.	Name of Reporting Persons. Susan L. Coyne
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds PF-Personal Funds
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 8,900,898
	8. Shared Voting Power -0-
	9. Sole Dispositive Power 8,900,898
	10. Shared Dispositive Power -0-
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 8,900,898
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13.	Percent of Class Represented by Amount of Row (11) 53.7%
14.	Type of Reporting Person IN

CUSIP No. 03149A 10 3

1.	Name of Reporting Persons. Jo Cee, LLC, a Florida entity solely owned by Susan L. Coyne
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds PF-Personal Funds
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization United States
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 8,900,898
	8. Shared Voting Power -0-
	9. Sole Dispositive Power 8,900,898
	10. Shared Dispositive Power -0-
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 8,900,898
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13.	Percent of Class Represented by Amount of Row (11) 53.7%
14.	Type of Reporting Person OO

Item 1. Security and Issuer

The class of equity securities to which this Schedule 13D relates is the common stock, \$0.001 par value, of AMHN, Inc., a Nevada corporation (“Company” or “Issuer”). The address of the principal executive office of the Company is 100 North First Street, Suite 104, Burbank, CA 91502.

Item 2. Identity and Background.

(a) Names: Susan L. Coyne and Jo Cee, LLC, a Florida entity solely owned by Susan L. Coyne (the “Reporting Persons”).

(b) Residence or Business Address of Reporting Persons: 7028 Royal Links Drive, Riverbank, CA 95367.

(c) Present principal occupation or employment: Business development and investments.

(d) During the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Persons have not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding violation with respect to such laws.

(f) Citizenship: Ms. Coyne is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

PF-Personal Funds.

On December 7, 2010, the Reporting Persons acquired an aggregate of 8,900,898 shares from two entities and one individual pursuant to Stock Transfer Agreements for an aggregate purchase price of \$175,000. The Reporting Persons use personal funds for this transaction.

Item 4. Purpose of Transaction.

See Item 3 above.

The Reporting Persons are aware that the Company is currently negotiating a potential acquisition; however, are not involved in the ongoing negotiations and are not a shareholder, officer or director of the entity the Company is seeking to acquire. Other than being aware of the negotiations of the potential acquisition, the Reporting Persons have no knowledge of plans which relate to or would result in:

(a) the acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;

- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the issuer or of any of its subsidiaries;
- (d) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the issuer;
- (f) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
- (g) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (h) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

- (a) The Reporting Persons own 8,900,898 shares of the Company's Common Stock. The percentage of class for the Reporting Persons is 53.7% and is based on 16,575,209 shares currently outstanding.
- (b) The Reporting Persons have sole power to vote or direct the vote and the power to dispose or to direct the disposition of the 8,900,898 shares of the Company's Common Stock owned. (See Rows 7-10 of page 2 herein.)
- (c) Please see Item 3 above for the description of the transaction relative to the shares acquired by the Reporting Persons.
- (d) The Reporting Persons know of no other person who has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of Issuer

Except for the Stock Transfer Agreements outlined herein, the Reporting Persons have no contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

<u>Exh.</u>	<u>Date</u>	<u>Document</u>
10.0	December 17, 2010	Stock Transfer Agreement with Saddle Ranch Productions, Inc.*
10.1	December 17, 2010	Stock Transfer Agreement with Seatac Digital Resources, Inc.*
10.2	December 17, 2010	Stock Transfer Agreement with Donald R. Mastropietro*

* Filed herewith.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 22, 2010

By: /s/ Susan L. Coyne
Susan L. Coyne, an individual, and as
Sole Owner and Member of
Jo Cee, LLC

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT is entered into on December 17, 2010 by and between Saddle Ranch Productions, Inc., a Florida corporation (“Seller”) and Jo Cee, LLC, a Florida limited liability company (“Buyer”).

RECITALS

- A. WHEREAS, Seller is the owner of 4,108,107 shares (the “Securities”) of Common Stock of AMHN, Inc. (the “Company”).
- B. WHEREAS, Seller desires to sell and transfer to Buyer and Buyer desires to purchase in accordance with the terms and conditions provided for herein, the Securities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, repre-sentations and warranties contained in this Agreement, the parties agree as follows:

**ARTICLE I
PURCHASE AND SALE OF SECURITIES**

Section 1.1 SALE OF SECURITIES: Subject to the terms and conditions set forth in this Agreement, on the Closing Date (defined below), Seller will transfer and convey the Securities to Buyer and Buyer will acquire the Securities from Seller.

Section 1.2 CONSIDERATION: As full payment for the transfer of the securities by Seller to Buyer, Buyer, upon execution of this Agreement, shall deliver to Seller the sum of \$87,495.00 (“Purchase Price”).

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants that:

Section 2.1 MARKETABLE TITLE: Seller will convey to Buyer good and marketable title in and to the Securities, free and clear of any and all liens, encumbrances, other pledges or security interests and all other defects of title of any type whatsoever. The Securities shall not be subject to any restrictions imposed by the Company.

Section 2.2 AUTHORITY: Seller has the right, power, legal capacity and authority to enter into and perform his respective obligations under this Agreement and no approvals or consents of any persons are necessary in connection with it.

Section 2.3 OTHER AGREEMENTS: Seller’s performance of the transactions contemplated by this Agreement will not constitute a violation or a default under any agreement or instrument to which Seller is a party or under which Seller is bound.

Section 2.4 AFFILIATE: Seller is currently an affiliate of the Company as that term is defined by the Securities Act of 1933.

Section 2.5 SELLER'S DATE OF ACQUISITION: Seller paid the full consideration for the Securities to the Company on or before May 11, 2009.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants that:

Section 3.1 The Buyer is a sophisticated investor. The Buyer has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Buyer and has no need for liquidity with respect to the investment in the Company;

Section 3.2 The Buyer:

- i. has evaluated the risks of a purchase of the Securities and has relied solely upon his own investigation of the Company;
- ii. has not been furnished by Seller with any oral or written representation or oral or written information upon which the Buyer has relied in connection with the offering of the Securities that is not contained in this Agreement.
- iii. has investigated the acquisition of the Securities to the extent the Buyer has deemed necessary or desirable and the Company or Seller have provided the Buyer with any assistance the Buyer has requested in connection herewith; and
- iv. is an accredited investor as defined by section 501(a) of Regulation D under the Securities Exchange Act of 1933.

Section 3.3 The Buyer is not relying on the Seller or the Company or any of its affiliates or this Agreement with respect to corporate or individual tax information or other economic considerations involved in the investment.

Section 3.4 No federal or state agency has passed upon the Securities or made any finding or determination as to the fairness of this investment.

Section 3.5 Buyer acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the Securities.

Section 3.6 If the Buyer is an individual, the Buyer is 21 years of age and legally competent to execute this Agreement. If the Buyer is a corporation or other entity, it is duly authorized and validly existing in the state set forth on the signature page hereof, it is empowered, authorized and qualified to purchase the Securities, in the manner contemplated in this Agreement, and the person signing this Agreement on behalf of the Buyer has been duly authorized by it to do so.

**ARTICLE IV
THE CLOSING**

Section 4.1 TIME AND PLACE: The transfer of the Securities by Seller to Buyer (the "Closing") shall take place at the Company's office at 100 North First Street, Suite 104, Burbank, CA 91502, upon completion of the Closing Procedures set forth in Section 4.2 (the "Closing Date").

Section 4.2 CLOSING PROCEDURES: The Closing shall occur as follows:

On the Closing Date, Buyer shall deliver the Purchase Price to Seller. Seller shall deliver to Buyer, the stock certificate representing the Securities, registered in the name of Seller for transfer, accompanied by the requisite stock power and corporate resolution duly executed by Seller and guaranteed by a Medallion Participant, for delivery by Buyer to the Company's transfer agent.

**ARTICLE V
GENERAL PROVISIONS**

Section 5.1 ASSIGNMENT: Buyer shall neither assign nor transfer his interest and/or rights under this Agreement without the prior written consent of Seller, which may be withheld at Seller's sole and absolute discretion.

Section 5.2 BINDING EFFECT: This Agreement shall be binding upon the parties hereto and their representatives, executors, successors and permitted assigns.

Section 5.3 NOTICES: Unless otherwise changed by written notice, any notice or other communications required or permitted hereunder shall be deemed given if sent postage prepaid, return receipt requested, addressed to the respective party at the address set forth on the signature page of this Agreement.

Section 5.4 GOVERNING LAW: This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

Section 5.5 SURVIVAL OF REPRESENTATIONS: All agreements, representations, covenants and warranties on the part of the parties contained herein shall survive the closing of this Agreement and any investigation made at the time with respect thereto, shall not merge into any of the documents executed and delivered pursuant hereto, and shall remain enforceable to the fullest extent permitted at law or in equity.

Section 5.6 ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral. This Agreement may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change waiver, discharge or termination is sought.

SELLER:

SADDLE RANCH PRODUCTIONS, INC.

/s/ Kimberly Sarubbi

Kimberly Sarubbi, President

BUYER:

JO CEE, LLC

/s/ Susan L. Coyne

Susan L. Coyne, Managing Member

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT is entered into on December 17, 2010 by and between Seatac Digital Resources, Inc., a Delaware corporation (“Seller”) and Jo Cee, LLC, a Florida limited liability company (“Buyer”).

RECITALS

- A. WHEREAS, Seller is the owner of 4,108,107 shares (the “Securities”) of Common Stock of AMHN, Inc. (the “Company”).
- B. WHEREAS, Seller desires to sell and transfer to Buyer and Buyer desires to purchase in accordance with the terms and conditions provided for herein, the Securities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, repre-sentations and warranties contained in this Agreement, the parties agree as follows:

ARTICLE I PURCHASE AND SALE OF SECURITIES

Section 1.1 SALE OF SECURITIES: Subject to the terms and conditions set forth in this Agreement, on the Closing Date (defined below), Seller will transfer and convey the Securities to Buyer and Buyer will acquire the Securities from Seller.

Section 1.2 CONSIDERATION: As full payment for the transfer of the securities by Seller to Buyer, Buyer, upon execution of this Agreement, shall deliver to Seller the sum of \$87,495.00 (“Purchase Price”).

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants that:

Section 2.1 MARKETABLE TITLE: Seller will convey to Buyer good and marketable title in and to the Securities, free and clear of any and all liens, encumbrances, other pledges or security interests and all other defects of title of any type whatsoever. The Securities shall not be subject to any restrictions imposed by the Company.

Section 2.2 AUTHORITY: Seller has the right, power, legal capacity and authority to enter into and perform his respective obligations under this Agreement and no approvals or consents of any persons are necessary in connection with it.

Section 2.3 OTHER AGREEMENTS: Seller’s performance of the transactions contemplated by this Agreement will not constitute a violation or a default under any agreement or instrument to which Seller is a party or under which Seller is bound.

Section 2.4 AFFILIATE: Seller is currently an affiliate of the Company as that term is defined by the Securities Act of 1933.

Section 2.5 SELLER'S DATE OF ACQUISITION: Seller paid the full consideration for the Securities to the Company on or before May 4, 2009.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants that:

Section 3.1 The Buyer is a sophisticated investor. The Buyer has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Buyer and has no need for liquidity with respect to the investment in the Company;

Section 3.2 The Buyer:

- i. has evaluated the risks of a purchase of the Securities and has relied solely upon his own investigation of the Company;
- ii. has not been furnished by Seller with any oral or written representation or oral or written information upon which the Buyer has relied in connection with the offering of the Securities that is not contained in this Agreement.
- iii. has investigated the acquisition of the Securities to the extent the Buyer has deemed necessary or desirable and the Company or Seller have provided the Buyer with any assistance the Buyer has requested in connection herewith; and
- iv. is an accredited investor as defined by section 501(a) of Regulation D under the Securities Exchange Act of 1933.

Section 3.3 The Buyer is not relying on the Seller or the Company or any of its affiliates or this Agreement with respect to corporate or individual tax information or other economic considerations involved in the investment.

Section 3.4 No federal or state agency has passed upon the Securities or made any finding or determination as to the fairness of this investment.

Section 3.5 Buyer acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the Securities.

Section 3.6 If the Buyer is an individual, the Buyer is 21 years of age and legally competent to execute this Agreement. If the Buyer is a corporation or other entity, it is duly authorized and validly existing in the state set forth on the signature page hereof, it is empowered, authorized and qualified to purchase the Securities, in the manner contemplated in this Agreement, and the person signing this Agreement on behalf of the Buyer has been duly authorized by it to do so.

**ARTICLE IV
THE CLOSING**

Section 4.1 TIME AND PLACE: The transfer of the Securities by Seller to Buyer (the "Closing") shall take place at the Company's office at 100 North First Street, Suite 104, Burbank, CA 91502, upon completion of the Closing Procedures set forth in Section 4.2 (the "Closing Date").

Section 4.2 CLOSING PROCEDURES: The Closing shall occur as follows:

On the Closing Date, Buyer shall deliver the Purchase Price to Seller. Seller shall deliver to Buyer, the stock certificate representing the Securities, registered in the name of Seller for transfer, accompanied by the requisite stock power and corporate resolution duly executed by Seller and guaranteed by a Medallion Participant, for delivery by Buyer to the Company's transfer agent.

**ARTICLE V
GENERAL PROVISIONS**

Section 5.1 ASSIGNMENT: Buyer shall neither assign nor transfer his interest and/or rights under this Agreement without the prior written consent of Seller, which may be withheld at Seller's sole and absolute discretion.

Section 5.2 BINDING EFFECT: This Agreement shall be binding upon the parties hereto and their representatives, executors, successors and permitted assigns.

Section 5.3 NOTICES: Unless otherwise changed by written notice, any notice or other communications required or permitted hereunder shall be deemed given if sent postage prepaid, return receipt requested, addressed to the respective party at the address set forth on the signature page of this Agreement.

Section 5.4 GOVERNING LAW: This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

Section 5.5 SURVIVAL OF REPRESENTATIONS: All agreements, representations, covenants and warranties on the part of the parties contained herein shall survive the closing of this Agreement and any investigation made at the time with respect thereto, shall not merge into any of the documents executed and delivered pursuant hereto, and shall remain enforceable to the fullest extent permitted at law or in equity.

Section 5.6 ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral. This Agreement may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change waiver, discharge or termination is sought.

SELLER:

SEATAC DIGITAL RESOURCES, INC.

/s/ Robin Tjon

Robin Tjon, President

BUYER:

JO CEE, LLC

/s/ Susan L. Coyne

Susan L. Coyne, Managing Member

STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT is entered into on December 17, 2010 by and between Donald R. Mastropietro (“Seller”) and Jo Cee, LLC, a Florida limited liability company (“Buyer”).

RECITALS

- A. WHEREAS, Seller is the owner of 684,684 shares (the “Securities”) of Common Stock of AMHN, Inc. (the “Company”).
- B. WHEREAS, Seller desires to sell and transfer to Buyer and Buyer desires to purchase in accordance with the terms and conditions provided for herein, the Securities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

**ARTICLE I
PURCHASE AND SALE OF SECURITIES**

Section 1.1 SALE OF SECURITIES: Subject to the terms and conditions set forth in this Agreement, on the Closing Date (defined below), Seller will transfer and convey the Securities to Buyer and Buyer will acquire the Securities from Seller.

Section 1.2 CONSIDERATION: As full payment for the transfer of the securities by Seller to Buyer, Buyer, upon execution of this Agreement, shall deliver to Seller the sum of \$10.00 (“Purchase Price”).

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants that:

Section 2.1 MARKETABLE TITLE: Seller will convey to Buyer good and marketable title in and to the Securities, free and clear of any and all liens, encumbrances, other pledges or security interests and all other defects of title of any type whatsoever. The Securities shall not be subject to any restrictions imposed by the Company.

Section 2.2 AUTHORITY: Seller has the right, power, legal capacity and authority to enter into and perform his respective obligations under this Agreement and no approvals or consents of any persons are necessary in connection with it.

Section 2.3 OTHER AGREEMENTS: Seller’s performance of the transactions contemplated by this Agreement will not constitute a violation or a default under any agreement or instrument to which Seller is a party or under which Seller is bound.

Section 2.4 AFFILIATE: Seller is not an affiliate of the Company as that term is defined by the Securities Act of 1933.

Section 2.5 SELLER'S DATE OF ACQUISITION: Seller paid the full consideration for the Securities to the Company on or before June 1, 2009.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE BUYER**

The Buyer represents and warrants that:

Section 3.1 The Buyer is a sophisticated investor. The Buyer has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Buyer and has no need for liquidity with respect to the investment in the Company;

Section 3.2 The Buyer:

- i. has evaluated the risks of a purchase of the Securities and has relied solely upon his own investigation of the Company;
- ii. has not been furnished by Seller with any oral or written representation or oral or written information upon which the Buyer has relied in connection with the offering of the Securities that is not contained in this Agreement.
- iii. has investigated the acquisition of the Securities to the extent the Buyer has deemed necessary or desirable and the Company or Seller have provided the Buyer with any assistance the Buyer has requested in connection herewith; and
- iv. is an accredited investor as defined by section 501(a) of Regulation D under the Securities Exchange Act of 1933.

Section 3.3 The Buyer is not relying on the Seller or the Company or any of its affiliates or this Agreement with respect to corporate or individual tax information or other economic considerations involved in the investment.

Section 3.4 No federal or state agency has passed upon the Securities or made any finding or determination as to the fairness of this investment.

Section 3.5 Buyer acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the Securities.

Section 3.6 If the Buyer is an individual, the Buyer is 21 years of age and legally competent to execute this Agreement. If the Buyer is a corporation or other entity, it is duly authorized and validly existing in the state set forth on the signature page hereof, it is empowered, authorized and qualified to purchase the Securities, in the manner contemplated in this Agreement, and the person signing this Agreement on behalf of the Buyer has been duly authorized by it to do so.

**ARTICLE IV
THE CLOSING**

Section 4.1 TIME AND PLACE: The transfer of the Securities by Seller to Buyer (the “Closing”) shall take place at the Company’s office at 100 North First Street, Suite 104, Burbank, CA 91502, upon completion of the Closing Procedures set forth in Section 4.2 (the “Closing Date”).

Section 4.2 CLOSING PROCEDURES: The Closing shall occur as follows:
On the Closing Date, Buyer shall deliver the Purchase Price to Seller. Seller shall deliver to Buyer, the stock certificate representing the Securities, registered in the name of Seller for transfer, accompanied by the requisite stock power and corporate resolution duly executed by Seller and guaranteed by a Medallion Participant, for delivery by Buyer to the Company’s transfer agent.

**ARTICLE V
GENERAL PROVISIONS**

Section 5.1 ASSIGNMENT: Buyer shall neither assign nor transfer his interest and/or rights under this Agreement without the prior written consent of Seller, which may be withheld at Seller’s sole and absolute discretion.

Section 5.2 BINDING EFFECT: This Agreement shall be binding upon the parties hereto and their representatives, executors, successors and permitted assigns.

Section 5.3 NOTICES: Unless otherwise changed by written notice, any notice or other communications required or permitted hereunder shall be deemed given if sent postage prepaid, return receipt requested, addressed to the respective party at the address set forth on the signature page of this Agreement.

Section 5.4 GOVERNING LAW: This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

Section 5.5 SURVIVAL OF REPRESENTATIONS: All agreements, representations, covenants and warranties on the part of the parties contained herein shall survive the closing of this Agreement and any investigation made at the time with respect thereto, shall not merge into any of the documents executed and delivered pursuant hereto, and shall remain enforceable to the fullest extent permitted at law or in equity.

Section 5.6 ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral. This Agreement may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change waiver, discharge or termination is sought.

SELLER:

BUYER:

/s/ Donald R. Mastropietro

Donald R. Mastropietro

JO CEE, LLC

/s/ Susan L. Coyne

Susan L. Coyne, Managing Member