

F02000000 185

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FL

JUN 04 2019
C Kinsey

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Business Ventures & Solutions Inc./ Document No. F02000000185FEI
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Registered Agent/Registered Office Change and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

BILL RIDGLEY

Name of Person

Business Ventures & Solutions Inc

Firm/Company

2259 Arizona St.

Address

WEST MELBOURNE FL 32904

City/State and Zip Code

bridgley@cfl.rr.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

B. H. Ridgley

Name of Person

at (321) 914-7393

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☒ \$55 Filing Fee & Certified Copy

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR
LIMITED LIABILITY COMPANY**

Pursuant to the provisions of sections 605.0114 or 605.0116, Florida Statutes, the undersigned limited liability company submits the following statement in order to change its registered office or registered agent, or both, in the State of Florida.

1. Name of the limited liability company: Business Ventures & Solutions Inc.
2. (a) 2259 Arizona St.
Principal office address of limited liability company:
(Note: **MUST BE STREET ADDRESS**)
West Melbourne, FL 32904
- (b) 2259 Arizona St.
Mailing address of limited liability company:
(Note: **MAY BE POST OFFICE BOX**)
West Melbourne, FL 32904

01/10/2002

F02000000185 FEI/EIN Number 11-363461

3. 01/10/2002 Date of filing/registration in Florida
4. F02000000185 Document number

5. (a) Corporate Service Company

Registered Agent and Registered Office shown on the records of the Florida Dept. of State:

1201 HAYS STREET

Registered Office Address (MUST BE FLORIDA STREET ADDRESS)

TALLAHASSEE

FL 32301-2525

- (b) BILL RIDGLEY

Enter name of NEW Registered Agent and/or NEW Registered Office address:

2259 Arizona St.

NEW Registered Office Address:

West Melbourne, FL 32904

FILED
2019 MAY 20 AM 10:46
SECRETARY OF STATE
TALLAHASSEE, FL

If the limited liability company is not organized under the laws of the State of Florida, it is hereby confirmed that after the change or changes are made, the Florida street address of the registered office and the business office of the registered agent will be identical. Or, in the case of a Florida limited liability company, it is hereby confirmed that the change(s) was/were authorized by an affirmative vote of the members of the limited liability company or as otherwise provided in the articles of organization or the operating agreement of the limited liability company.

Anthony D. Tharpe
Signature of a member or authorized representative of a member

Printed or typed name of signee

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

Bill Ridgley
Signature of Registered Agent

Division of Corporations • P.O. Box 6327 • Tallahassee, FL 32314

FILING FEE: \$25.00

To the Division of Corporations State of Florid and New York State.

RE:- BUSINESS VENTURES & SOLUTIONS INC.

Document No. F02000000185 FEI/EIN No.11-3634616 Date Filed 1/10/2002 State of New York;

STATUS:- Administratively Dissolved and therefore Inactive.

1. The OFFICIAL Records of the Division of Corporations of both the State of Florida and the State of New York will clearly show that I am on Record as the Only Chief Excitave Director,[Officer] of Business Ventures & Solutions Inc. from the formation Date of incorporation in the State of New York and registration in the State of Florida as a Foreign Corporation to date.
2. This Affidavit served to Notify all parties and public Bodies both Local; State and Federal agencies and branches of Government, that I nor any other Director of the Said corporate entity; Now administratively dissolved in both States Mentioned above, have not, did not, have never come to or voted on any resolution to amend the official records of the corporation as is now reflected in the Official Records of the Division of Corporation of the State of Florida.
3. Any Such Change; including the Change of Registered Agent from Anthony Tharpe to Corporation Service Company of 1201 Hays Street, Tallahassee Florida, was fraudulent Made on the instruction of Capital One N.A.
4. The Fraudulent Changes have been used to Defraud Successors in Interest of the Administratively Dissolved Corporation.
5. I therefore Notify the Division of Corporation in both States and any other state where such Change have been filed by Capital One N.A. DIRECTLY OR THROUGH ITS AGENTS, that the Official records of this Corporation was not and has not been changed from its original filing date to date and all subsequent changes must be corrected and the Records returned to their original filing by Anthony Tharpe when first filed.
6. The fees required FOR further amending the Records TO their Original filing date has been included in this correspondence to the Florida Division of Corporation.

⑦ We also Request a Certified copy of this Document.
Respectfully Submitted, Fees included. \$55.00.

I/WE certify that the facts set out in this Affidavit are true to the best of my knowledge information and belief.

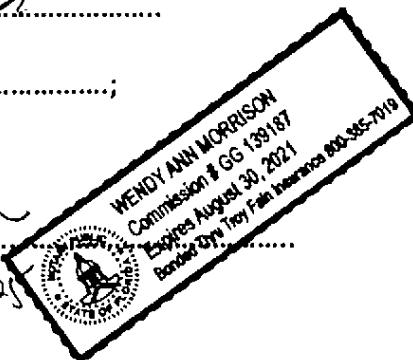
SWORN to by the said [Signature]

at Vero Beach Fl. 33568;

on the 7th day of May 2019

Before me; Wendy Morrison

FLDLT610004679220^{ex} 11/2/2025
JUSTICE OF THE PEACE



Affidavit of Anthony Tharpe in His Corporate Capacity as Director of Business Ventures & Solutions Inc. on Behalf of Successors in Interest of All property of Business Ventures & Solutions Inc. Pursuant to Requisite Florida and New York Corporate Dissolution Laws.

AND

Complaint about CAPITAL ONE N.A. involved in a Conspiracy and Scheme to Defraud Me; Anthony Tharpe, and my joint Venture Partners of Over ONE Trillion Dollars using Jamaican Agents; A U.S. Trustee & U.S. Trustee's Offices; the U.S. Bankruptcy Court Judge and at least two judges in the Supreme Court of JAMAICA in the Caribbean.

For the Purposes of This affidavit my mailing address is P.O. Box 821;Vero Beach Florida 32961-0821

1. Capital One N.A. filed a false/Fraudulent Claim in Case No:- [Petition No. 17-12129] in the United States Bankruptcy Court; Southern District of Florid.
2. This Fraudulent Claim/filing is in direct violation of [879. Bankruptcy Fraud-Title 18 U.S.C. § 152 & 157.
3. After filing two Frudulent Claims in the Bankruptcy Petition; Capital One N.A. now alleging it was a creditor of the Bankruptcy Estate of the Petitioner; Anthony Tharpe, use that status of being Creditor to Defraud the Petitioner and his other Joint Venture Partners of Property and Money projected to be in excess of between \$1-4 Trillion Dollars.
4. Capital One N.A. used a New York Based Alexander Burnham Trust to file one of the Fraudulent Claims and filed the other under its name.

5. Capital One N.A. Took these actions in an attempt to defraud the Petitioner and his partners of Property and an Award of Damages handed down by the Supreme Court of Jamaica after Capital One filed a claim against the Petitioner and issued an undertaking for damages to supreme Court In exchange for an injunction against the Petitioner and his partners Developing several Mega Resort Real estate Developments franchised across the island of Jamaica; central America and THE USA.
6. The Petitioner is a resident of the State of Florida and his partners are largely Resident American Citizens stretching from New York to Florid and the Mid-West.
7. The Conspiracy to defraud theses individuals and corporations stretch across four States; New York; Florida, Texas and Virginia and the Island d of Jamaica.
8. Based on evidence there are at least 10 individuals involved domiciled in Florida, Virginia and NEW York as well as the island of Jamaica.
9. Amongst the individuals who conspired with Capital One N.A. to effect the Fraud against the Petitioner and his Joint Venture partners are at least 4 Lawyers on the island of Jamaica; Trustee/s; Michael Bakst, from the Bankruptcy Trustee's office in Southern District of Florida; at Least One Judge here in the Bankruptcy Court OF THE Southern District of Florida; Judge Paul G Hyman and as many as THREE JUDGE on the Island of Jamaica.
10. Evidence and Documentations evidencing the Fraud has been filed with the Bankruptcy Court of the Southern District of Florida; the Jamaica Commissioner of Police; the Jamaica Chief Justice; the Jamaica integrity Commission and the Jamaica General LEGAL COUNCIL.

11. THOSE AGENCIES HAVE CLAIMED THEY HAVE BEEN INVESTIGATING THE EVIDENCE IN FRONT OF THE Court.
12. The Fraud has also been reported to the FBI; THE US Trustee's office; in both Florid and Atlanta Georgia, the Consumer Financial Protection Bureau; the Chief Judge of the Bankruptcy Court in the Southern District of Florida with absolutely no action whatsoever.
13. The Florida Division of Corporations has directed that the Matter be filed with local law enforcement as they do not have a Fraud Division.
14. It became necessary to file a report with the Florida Division of Corporation because Capital One N.A. after filing the fraudulent Claim, proceeded to use those filings to alleged that they acquired 100% of the Petitioners interest in an Administratively Dissolved New York CORPORATION, also administratively dissolved in the state of Florida from the year 2007.
15. However even though there was undisputed evidence that the Petitioner did not and has not owed 100% of that corporate entity before the court; for over a Decade, the Court made orders to sell the 100% interest.
16. Problem for that Order and alleged sale was that the property which was being Defrauded had already been assigned and transferred long before the actual order and sale.
17. That did not stop Capital One FROM Fraudulently Misrepresenting IN FILINGS with the Division of Corporation, that they owned the Corporation and proceeded to file amendments to the corporate documents replacing the Petitioner as the Registered Agent for the corporation.

18. Capital One N.A. filed in the official records that the Board of Directors had by resolution voted to replace the Registered Agent. This was a Lie.
19. This is yet another fraudulent act because while they removed the Petitioner as the Registered agent, Capital One N.A. could not replace the Directors.
20. None of the Directors who are amongst the Parties that Capital One N.A. Defrauded voted on any resolution to change the registered agent.
21. I have left the Change in place so that Law Enforcement can witness it for themselves.
22. Capital One N.A. then took the fraudulent changes made to the Corporate Documents and filed them in the Jamaica Supreme Courts in the Island of Jamaica, that the Petitioner and the owners of the administratively dissolved corporation have withdrawn their right to the Damages owed to them by Capital One N.A.

Defrauding Investors of Over Trillion Dollars:-

23. That action amounts to Defrauding the Owners of the Damages and other property including Money in excess of ONE-FOUR \$Trillion Dollars.

I/WE certify that the facts set out in this Affidavit are true to the best of my knowledge information and belief.

SWORN to by the said 

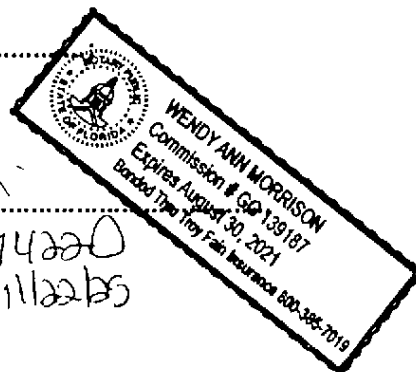
Anthony Tharpe

at Vero Beach FL 33568

on the 7..... day of May 2019

Before me; Wendy Ann Morrison

FM1610004574220
NOTARY PUBLIC 04/11/2019



Statement of Fact

Entity Name:

Business Ventures & Solutions Inc.

Current Principal Address and Mailing Address:

735 N. Causeway Blvd.
2nd Floor
Mandeville, LA 70448

FEI Number:

11-3634616

Officer/Director Information:

Steve M. Rapier
735 N. Causeway Blvd.
2nd Floor
Mandeville, LA 70448

President and Sole Director

Disputed Filing:

Registered Agent Change dated May 20, 2019, filed by Bill Ridgley and Anthony D. Tharpe

Statement

1. I, Steve M. Rapier, am the President and the Sole Director of Business Ventures & Solutions Inc. ("Business Ventures"). Business Ventures is incorporated in the state of New York.

2. I also am a Vice-President of Hancock Whitney Bank ("Hancock Whitney"). Hancock Whitney is the trustee for the Alexander Burnham Trust (the "Burnham Trust"). Hancock Whitney became the trustee of the Burnham Trust upon Hancock Whitney's purchase of the trust and asset business of Capital One, N.A. ("Capital One") in 2018. Prior to this purchase, Capital One served as the predecessor trustee for the Burnham Trust.

3. As explained below, pursuant to Federal court orders, the Burnham Trust owns 100% of the issued and outstanding capital stock of Business Ventures.

4. Business Ventures submits this Statement of Fact with respect to the Registered Agent Change dated May 20, 2019 (the "May 2019 Registered Agent Change"), filed by Bill Ridgley and Anthony D. Tharpe ("Mr. Tharpe").

5. Mr. Tharpe is the former owner of Business Ventures and a former officer and director of the corporation. Mr. Tharpe has had no ownership interest nor any officer or director role in Business Ventures since 2017.

6. Neither Mr. Tharpe nor anyone associated with Mr. Tharpe presently have any authority to act or file any documents on behalf of Business Ventures.

7. The Burnham Trust did not authorize the filing of the May 2019 Registered Agent Change. On November 18, 2019, promptly upon learning of the filing of the May 2019 Registered Agent Change, Business Ventures filed the 2019 Foreign Profit Corporation Reinstatement to, among other things, correct the unauthorized May 2019 Registered Agent Change.

8. Business Ventures now files this Statement of Fact to exhibit Orders entered by the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), which provide: (i) that the Burnham Trust is the 100% owner of Business Ventures; and (ii) that Mr. Tharpe no longer owns or has any authority to act on behalf of Business Ventures.

9. On February 22, 2017 (the "Petition Date"), Mr. Tharpe filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code in the Bankruptcy Court (the "Bankruptcy Case"). After the Petition Date, the Bankruptcy Court appointed a Chapter 7 trustee (the "Chapter 7 Trustee") in the Bankruptcy Case.

10. On September 27, 2017, the Bankruptcy Court entered its *Order Approving and Authorizing Sale of Estate's Right, Title, and Interest in Business Ventures & Solutions Inc. Free and Clear of Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S.C. § 363* [Doc. No. 208] (the "Sale Order"). A copy of the Sale Order is attached hereto as Exhibit A.

11. Pursuant to the Sale Order, the Bankruptcy Court authorized the Chapter 7 Trustee to sell 100% of the right, title, and ownership interests in Business Ventures to the Burnham Trust (through Capital One acting as predecessor trustee). The Sale Order provides that "[f]ollowing entry of this Order, the Debtor [Mr. Tharpe] shall no longer have any ownership interest in Business Ventures, and such ownership interest shall belong solely to the Purchaser [the Burnham Trust]" and "[f]ollowing payment of the Purchase Price by the Purchaser to the [Chapter 7] Trustee, the Debtor and the Debtor's Estate shall no longer have any ownership interest in, or control over, the Property [Business Ventures] and the Purchaser [the Burnham Trust] shall own all of the Debtor's interest in the Property [Business Ventures]." Sale Order, at ¶¶ M, 8.

12. On October 6, 2017, pursuant to the Sale Order, the Chapter 7 Trustee and the Burnham Trust entered into an Assignment Agreement (the "Assignment Agreement") transferring 100% of the capital stock in Business Ventures to the Burnham Trust. A copy of the Assignment Agreement is attached hereto as Exhibit B.

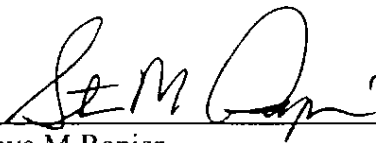
13. On January 9, 2018, the Bankruptcy Court entered its *Order Granting Creditor Capital One, N.A. and Alexander Burnham Trust's Motion for Contempt and for Sanctions Against the Debtor for Willful Violation of the Court's Order* [Doc. No. 257] (the "Contempt Order"), a copy of which is attached hereto as Exhibit C. Pursuant to the Contempt Order, among other things, the Bankruptcy Court ordered that Mr. Tharpe: (i) "immediately comply with the [Sale

Order]"; and (ii) "immediately cease taking any action on behalf of Business Ventures." Contempt Order, at ¶¶ 2, 4.

14. Based on these Orders entered by the Bankruptcy Court, Mr. Tharpe no longer owns, has any interest in, or has any authority to take any action on behalf of Business Ventures.

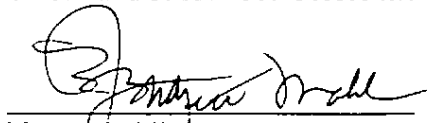
15. The Burnham Trust remains the 100% owner of Business Ventures. I am the President and Sole Director of Business Ventures as appointed by the Burnham Trust. The Burnham Trust has not authorized Mr. Tharpe, or anyone affiliated with Mr. Tharpe, to act on behalf of Business Ventures including, without limitation: Bill Ridgley, Sharifa Tharpe, Rashida Tharpe, Jacqueline Buchanan, Robert Jones, Melissa Tharpe, Delroy Tharpe, Sheron Monica Gray, Margaret Ridgley, Patrick Douglas, Hope Sterling, Kimberly Abreu, Sheron Gray, Courtney Anthony Owen Gray Jr., Jo-anna Joy Gray, Jennifer Dawkins, Matthew Dawkins, Maureen Brown, Christopher Brown, Deborah Brown, Beverly Wheatley, Breth Wheatley, Chantal Wheatley, Brent McCalla, and Dennis Tharpe.

Dated: November 25th, 2019



Steve M Rapier
President and Sole Director of Business
Ventures & Solutions, Inc.

Sworn and subscribed before me this 25 day of November, 2019.



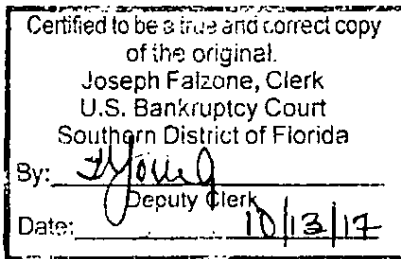
Notary Public

My commissions expires: upon death

BRIDGETT A. MAHL
STATE OF LA
PARISH OF ST. TAMMANY
NOTARY PUBLIC NO. 87638
My Commission Issued for Life

Exhibit A

**Order Approving and Authorizing Sale of Estate's Right, Title, and Interest in Business
Ventures & Solutions Inc. Free and Clear of Liens, Claims, Interests and Encumbrances
Pursuant to 11 U.S.C. § 363**



ORDERED in the Southern District of Florida on September 26, 2017.

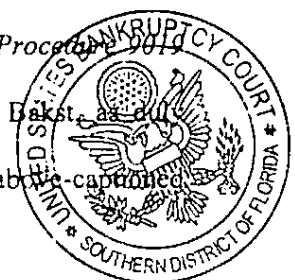
[Signature]
Paul G. Hyman, Jr., Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

-----X	:	
In re	:	Chapter 7
	:	
ANTHONY THARPE,	:	Case No. 17-12129-PGH
	:	
Debtor.	:	Judge Paul G. Hyman, Jr.
-----X	:	

**ORDER APPROVING AND AUTHORIZING SALE OF ESTATE'S RIGHT, TITLE,
AND INTEREST IN BUSINESS VENTURES & SOLUTIONS INC.
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363**

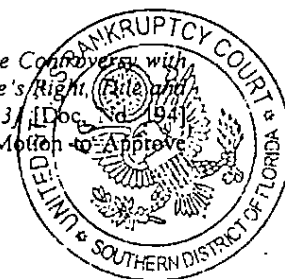
This matter came before the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the "Court"), on September 18, 2017, pursuant to the *Motion to Approve Sale of Estate's Right, Title and Interest in Business Ventures & Solutions Inc., Pursuant to 11 U.S.C. § 365* [Doc. No. 113] (the "Motion") and the *Trustee's Motion to Approve Settlement and Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion to Approve Settlement") [Doc. No. 111], filed by Michael R. Bakst, as duly appointed Chapter 7 Trustee (the "Trustee") for the estate (the "Estate") of the above-captioned



debtor, Anthony Tharpe (the "Debtor"). The Court has fully considered the Motion and the Motion to Approve Settlement, the evidence and the arguments of counsel presented at the hearing conducted on the Motion on September 18, 2017 (the "Hearing"), and all other matters of record in the Debtor's bankruptcy case. The Court notes that there were no objections to the Motion or the Motion to Approve Settlement raised at the Hearing. The only appearances at the Hearing were the Trustee and his counsel, and Capital One, N.A. in its corporate capacity and as the trustee for the Burnham Trust (acting through its trust officers, including, but not limited to, Lorraine Gallagher, in such trustee's capacity as duly appointed trustee for the Burnham Trust) and their counsel. The Debtor did not appear at the Hearing despite the Trustee providing the Debtor with reasonable and statutorily required notice of the Hearing.¹

At the Hearing, the Court made a finding that the Estate owns 100% of Business Ventures & Solutions, Inc., and approved the Motion to Approve Settlement, the Motion, and the sale of all of the Estate's ownership interest in Business Ventures & Solutions Inc. ("Business Ventures" or the "Property") to the Alexander Burnham trust (the "Burnham Trust" or the "Purchaser"), by and through Capital One, N.A. as the trustee for the Burnham Trust (acting through its trust officers, including, but not limited to, Lorraine Gallagher, in such trustee's capacity as duly appointed trustee for the Burnham Trust, including successors and assigns). Based on the foregoing, the Court hereby:

¹ See Certificate of Service of Notice of Evidentiary Hearing on Motion to Compromise Controversy with Alexander Burnham Trust [ECF No. 111] and Motion to Sell Free and Clear of Liens the Estate's Right, Title and Interest in Business Ventures & Solutions, Inc. Pursuant to 11 U.S.C. § 363(f) [ECF No. 113] (Doc. No. 189) regarding the Court's Renote of Evidentiary Hearing [Doc. No. 189] on the Motion and Motion to Approve Settlement.



FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein and on the record constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

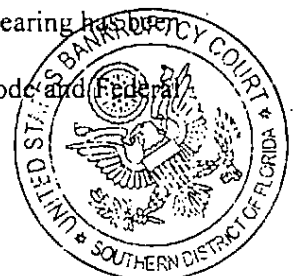
C. The Court has jurisdiction over the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. 1408 and 1409.

D. On February 22, 2017 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") in this Court.

E. As of the Petition Date, all of the Debtor's right, title, and ownership interest in any property, including his ownership interest in Business Ventures, which this Court has determined to be 100%, became property of the Debtor's bankruptcy Estate pursuant to section 541 of the Bankruptcy Code.

F. The Trustee is the duly appointed Chapter 7 Trustee in the Debtor's bankruptcy case, and has control over all property of the Debtor's Estate, including, but not limited to, the Debtor's 100% ownership interest in Business Ventures.

G. Proper, timely, adequate and sufficient notice of the Motion and Hearing has been provided to all parties in interest in accordance section 363 of the Bankruptcy Code and Federal



Rules of Bankruptcy Procedure 2002, 6004, 9006 and 9007, the Local Rules of this Court, and the procedural due process requirements of the United States Constitution. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all parties in interest. The process employed by the Trustee and his advisors in connection with the sale process was adequate and reasonable to obtain the highest and best price for the Estate's ownership interest in the Property.

H. The Trustee has demonstrated a sufficient basis for the sale of the Estate's ownership interest in the Property under section 363 of the Bankruptcy Code, and such action is an appropriate exercise of the Trustee's business judgment and in the best interests of the Debtor's Estate and all creditors.

I. The offer of the Purchaser to purchase the Estate's ownership interest in the Property is the highest and best offer received by the Trustee, and the Purchase Price (as defined below) constitutes full and adequate consideration and reasonably equivalent value for the Debtor's ownership interest in the Property and is in the best interest of the Debtor's Estate and all creditors.

J. The Purchaser is not an insider, as that term is defined in 11 U.S.C. § 101(31) and the decisions thereunder. The Purchaser is not merely a continuation of the Trustee or the Debtor, there is no continuity of enterprise between the Trustee or the Debtor on the one hand, and the Purchaser on the other hand, the Purchaser is not a successor to the Trustee or the Debtor, and the Purchaser's purchase of the Estate's ownership interest in the Property does not amount to, or otherwise constitute, a consolidation, merger, or de facto merger of the Purchaser on the one hand and the Trustee or the Debtor on the other hand.



K. The Purchaser is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to the purchase of the Estate's ownership interest in the Property. The Purchaser's purchase of the Estate's ownership interest in the Property was negotiated and entered into in good faith, based upon arm's length negotiations and without collusion. The Trustee and the Purchaser have not engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause section 363(n) of the Bankruptcy Code to be become applicable to the Purchaser's purchase of the Estate's ownership interest in the Property.

L. The Trustee has full power and authority to execute any and all documents necessary to consummate the transaction contemplated by this Order. No consents or approvals, other than as expressly provided for in this Order, are required by the Trustee or Purchaser to consummate this transaction.

M. Following entry of this Order, the Debtor shall no longer have any ownership interest in Business Ventures, and such ownership interest shall belong solely to the Purchaser.

N. Time is of the essence in consummating the sale. Cause has been shown as to why this Order should not be subject to the stay provided by Federal Rule of Bankruptcy Procedure 6004(h).

ACCORDINGLY, IT IS ORDERED AND ADJUDGED as follows:

1. The Motion is **GRANTED** in its entirety.
2. The sale set forth in the Motion is **APPROVED** as it is in the best interests of the Debtor's Estate and all creditors.
3. All objections to the entry of this Order are overruled to the extent not otherwise withdrawn or resolved on the record at the Hearing.

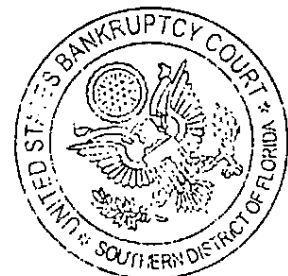


4. The Trustee is authorized, empowered and directed to sell all of the Debtors' interest in the Property to the Purchaser, pursuant to the procedures set forth in the Motion and to execute any agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of this Order and the sale contemplated herein.

5. The sale of all of the Estate's right, title and interest in, to and under the Property, shall be "AS IS, WHERE IS, WHAT IS" and without any warranties or representations of any type by the Trustee and/or his professionals (including any warranty or representation as to the extent to which the sale is free and clear of liens, claims, and encumbrances).

6. Notice of the Motion, the Hearing, and the sale provided for in the Motion is sufficient and adequate under the circumstances, and the Court finds that the Debtor and all creditors have been duly and properly noticed of the Motion, the Hearing, and the sale set forth in the Motion.

7. The sale and bidding was conducted during the Hearing on the Motion and the successful bidder was the Purchaser, with a successful bid of Fifty-five Thousand Dollars and Zero Cents (\$55,000.00) (the "Purchase Price") for both the purchase of 100% of the Estate's right, title, and interest in the Property and the settlement and release of the Pre-Petition Litigation Claims and other claims as set forth (and defined) in the Motion to Approve Settlement. Accordingly, \$27,500.00 of the Purchase Price shall be allocated toward the purchase of the Property, and \$27,500.00 of the Purchase Price shall be allocated toward the settlement and release provided for in paragraph 8 of the settlement. The Court approves of the successful bid and of the Purchaser. The Purchaser shall pay the Purchase Price to the Trustee within five (5) business days of the date of this Order.



8. Following payment of the Purchase Price by the Purchaser to the Trustee, the Debtor and the Debtor's Estate shall no longer have any ownership interest in, or control over, the Property and the Purchaser shall own all of the Debtor's interest in the Property.

9. The Purchase Price (i) is fair and reasonable, (ii) may not be avoided under 11 U.S.C. § 363(n) or other applicable law, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, Uniform Fraudulent Transfer Act, and any similar laws of any state whose law is applicable to this transaction.

10. The Purchaser and the Trustee have undertaken the sale of the Property at arm's length, without collusion, and the Purchaser will acquire the Property pursuant to this Order in good faith within the meaning of section 363(m) of the Bankruptcy Code, and is entitled to all of the protections in accordance therewith. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Property shall not affect the validity of the sale.

11. Pursuant to section 363(f) of the Bankruptcy Code, the sale of the Estate's ownership interest in the Property pursuant to this Order shall be free and clear of any and all liens, claims and encumbrances. All such liens, claims and encumbrances on and in respect of the Property shall attach to the proceeds of the sale with the same priority as existed before the sale.

12. Effective as of the entry of this Order, and subject to the timely tender of the Purchase Price by the Purchaser to the Trustee, the sale of the Property by the Trustee to the Purchaser shall constitute a legal, valid and effective transfer of the Property notwithstanding any requirement for approval or consent by any person and shall vest the Purchaser with all



right, title and interest in, to and under the Property, free and clear of all liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

13. The Trustee and the Purchaser shall be, and hereby are, exempted from compliance with bulk sale or bulk transfer laws that are otherwise applicable to the transaction contemplated hereby, and the Purchaser and the Estate's interest in the Property shall be, and hereby is, released from all liens, claims and encumbrances relating to such laws.

14. This Order shall be binding upon and govern the acts of all persons or entities, including, without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments related to the sale of the Property contemplated herein.

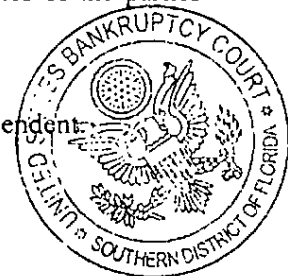
15. The Purchaser is authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims or encumbrances.

16. Nothing in this Order shall limit the authority of Capital One, as the trustee for the Burnham Trust, to take any action in such capacity (through its trust officers or otherwise) on behalf of the Burnham Trust.

17. This Order shall be binding upon, and shall inure to the benefit of, the Trustee and the Purchaser, and their respective successors and assigns.

18. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and to resolve any dispute concerning this Order or the rights and duties of the parties hereunder or any issues relating to this Order.

19. The provisions of this Order are non-severable and mutually dependent.



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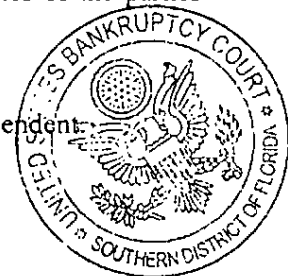
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19. The provisions of this Order are non-severable and mutually dependent.



20. The Court hereby waives the fourteen (14) day stay period pursuant to Federal Rule of Bankruptcy Procedure 6004(h).

###

Submitted by:
Rilyn A. Carnahan, Esq.
525 Okeechobee Blvd., Suite 900
West Palm Beach FL 33401
Telephone: (561) 838-4557
Email: rilyn.carnahan@gmlaw.com

[Rilyn A. Carnahan, Esq. is directed to serve copies of this order on all interested parties and file a certificate of service]



Exhibit B

October 6, 2017 Assignment Agreement

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made and entered into as of October 4, 2017, by and between Michael R. Bakst, in his capacity as duly appointed, qualified and serving Chapter 7 Trustee (the "Trustee" or the "Transferor") for the estate of Anthony Tharpe, and the Alexander Burnham trust ("Burnham Trust"), by and through Capital One, N.A. as the trustee of the Burnham Trust (acting through its trust officers, including, but not limited to, Lorraine Gallagher, in such trustee's capacity as duly appointed trustee for the Burnham Trust, including successors and assigns) (the "Transferee"; together with Transferor, the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, on February 22, 2017, Anthony Tharpe (the "Debtor") filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the "Court"); and

WHEREAS, thereafter, the Court appointed Transferor as the Chapter 7 Trustee in the Debtor's bankruptcy case, and as such, upon information and belief, the Trustee has control over all property of the Debtor's estate, including, but not limited to, 100% of the issued and outstanding capital stock and other ownership interests of any kind whatsoever of Business Ventures & Solutions Inc., a New York corporation ("Business Ventures"), that is held by the estate of the Debtor (the "Capital Stock"); and

WHEREAS, on September 18, 2017, the Court (i) held a hearing on that certain Motion to Approve Sale of Estate's Right, Title and Interest in Business Ventures & Solutions Inc., Pursuant to 11 U.S.C. § 363 [Doc. No. 113] (the "Motion"), filed by Transferor, and (ii) approved the Motion and the sale of the Capital Stock to Transferee; and

WHEREAS, on September 26, 2017, the Court entered that certain Order Approving and Authorizing Sale of Estate's Right, Title, and Interest in Business Ventures & Solutions Inc. Free and Clear of Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S.C. § 363 [Doc. No. 208] (the "Order"); and

WHEREAS, pursuant to the terms of the Order, the Parties desire to enter into this Agreement to effectuate the sale of the Capital Stock by Transferor to Transferee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Transfer of Capital Stock. Subject to the terms and conditions set forth herein, Transferor hereby sells and transfers to Transferee, and Transferee hereby purchases and accepts from Transferor, all the estate's right, title, and interest in, to, and under the Capital Stock for a purchase price of Twenty-seven Thousand Five Hundred Dollars and Zero Cents (\$27,500.00)¹ to be delivered by Transferee within five (5) business days of the date of entry of the Order by check to the Transferor and other good and valuable consideration.

2. As Is, Where Is, What Is Sale. TRANSFEROR HEREBY SELLS AND DELIVERS, AND TRANSFEEEE HEREBY ACCEPTS, ALL OF THE ESTATE'S RIGHT, TITLE, AND INTEREST IN, TO, AND UNDER THE CAPITAL STOCK IN AN "AS IS, WHERE IS, WHAT IS" CONDITION WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY TYPE BY TRANSFEROR AND/OR HIS PROFESSIONALS, AS TO THIS SALE, THE CONDITION OF BUSINESS VENTURES AND ITS ASSETS, IF ANY, OR OF THE DEBTOR'S INTEREST THEREIN, SUBJECT TO AND AS SPECIFIED IN THE ORDER.

3. Power of Attorney. Transferor hereby constitutes and appoints Transferee as Transferor's true and lawful attorney-in-fact to execute, acknowledge and deliver on behalf of Transferor any additional documents or instruments that are necessary or desirable to consummate the transactions contemplated hereby and to do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted in connection with the transactions contemplated hereby, as fully to all intents and purposes as Transferor might or could do if personally present.

4. Entire Agreement; Amendment; Waiver. This Agreement and the documents referred to herein constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written. No amendment, supplement, modification or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not consistent with the Bankruptcy Code, the laws of the State of Florida applicable to contracts made and performed in such State.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The exchange of copies of this Agreement and of signature pages by

¹ Pursuant to the Order, \$27,500.00 of the total \$55,000.00 payment from the Transferee to the Transferor "shall be allocated toward the purchase of the [Capital Stock]." See Order ¶ 7.

electronic transmission (e.g., facsimile or .pdf attachments to electronic mail) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

7. Headings. Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

8. Severability. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first above written.

TRANSFEROR:

Michael R. Bakst, solely in his capacity as the Chapter 7 Trustee for the estate of Anthony Tharpe, and not individually



Michael R. Bakst, Trustee

TRANSFeree:

The Alexander Burnham Trust, by and through Capital One, N.A., in its capacity as Trustee

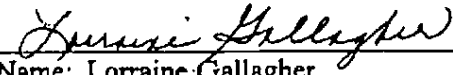
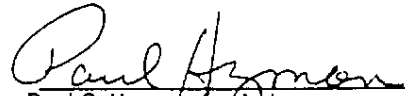
By: _____
Name: Lorraine Gallagher
Title: Trust Officer

Exhibit C

Order Granting Creditor Capital One, N.A. and Alexander Burnham Trust's Motion for Contempt and for Sanctions Against the Debtor for Willful Violation of the Court's Order



ORDERED in the Southern District of Florida on January 9, 2018.

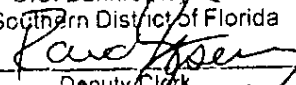

Paul G. Hyman, Jr., Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

-----X
In re : Chapter 7
ANTHONY THARPE, :
Case No. 17-12129-PGH
Debtor. : Judge Paul G. Hyman, Jr.
-----X

**ORDER GRANTING CREDITOR CAPITAL ONE, N.A. AND ALEXANDER
BURNHAM TRUST'S MOTION FOR CONTEMPT AND FOR SANCTIONS AGAINST
THE DEBTOR FOR WILLFUL VIOLATION OF THE COURT'S ORDERS**

This matter came before the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the "Court"), pursuant to *Creditor Capital One, N.A. and Alexander Burnham Trust's Motion for Contempt and for Sanctions Against the Debtor for*

Certified to be a true and correct copy
of the original.
Joseph Falzone, Clerk
U.S. Bankruptcy Court
Southern District of Florida
By: 
Deputy Clerk
Date: 1/5-14-18



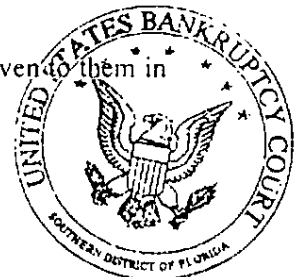
Willful Violation of the Court's Orders (the "Motion"),¹ which Capital One filed under Rules 9020 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and section 105(a) of Title 11 of the United States Code (the "Bankruptcy Code"), requesting a finding that the Debtor is in contempt of the Court's *Order Approving and Authorizing Sale of Estate's Right, Title, and Interest in Business Ventures & Solutions Inc. Free and Clear of Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S.C. § 363* [Doc. No. 208] (the "Sale Order") and *Order Granting Trustee's Motion to Approve Settlement and Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [Doc. No. 209] (the "Settlement Order," and together with the Sale Order, the "Orders"), and seeking the imposition of sanctions against the Debtor.

The Court has fully considered the Motion, the Orders and all other matters of record in the Debtor's bankruptcy case. Based on the foregoing, the Court has determined that: (i) it has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; (ii) consideration of the Motions and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b); (iii) notice of the Motion was proper; (iv) the relief requested in the Motion is in the best interest of the Debtor's estate, creditors, and other parties in interest; (v) the Debtor is in contempt of both Orders; (vi) the Sale Order, Settlement Order, and the Settlement Agreement are applicable to the Jamaica Actions, and (vii) the Debtor should be sanctioned for his violations of the Orders. Accordingly,

It is hereby **ORDERED THAT:**

1. The Motion is **GRANTED**.
2. The Debtor is **COMPELLED** to immediately comply with the Orders.

¹ Capitalized terms not otherwise defined herein shall have the meaning given to them in the Motion.



3. The Debtor is **COMPELLED** to immediately cease pursuing any claims against Capital One and the Burnham Trust that are the subject of the Settlement Agreement and the Settlement Order.

4. The Debtor is **COMPELLED** to immediately cease taking any action on behalf of Business Ventures, including, but not limited to, pursuing any claims on behalf of Business Ventures.

5. The Debtor is **COMPELLED** to affirmatively file this Order with the Jamaican Court in the Jamaica Actions.

6. In the event the Debtor fails to timely comply with any of this Order, the Debtor shall not receive a discharge in this case and may be subject to additional sanctions, including being held in detention by the U.S. Marshalls until such time as the Debtor so complies.

SUBMITTED BY:

Dain A. De Souza (FBN 93708)
HUNTON & WILLIAMS LLP
1111 Brickell Avenue, Suite 2500
Miami, Florida 33131
Tel: (305) 810-2500
Email: DDeSouza@hunton.com

The party submitting this order shall serve a copy of the signed order on all required parties and file with the court a certificate of service conforming with Local Rule 2002-1(F).

