

G411415

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

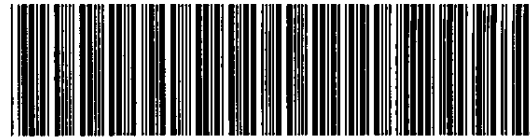
(Business Entity Name)

(Document Number)

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JUN 11 2014

R. WHITE

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08:13

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Philips Insurance Agency Inc

**DOCUMENT NUMBER:** G41415

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Laura Hafner

Name of Contact Person

Philips Insurance Agency Inc

Firm/ Company

PO Box 1606

Address

Palatka, FL 32178

City/ State and Zip Code

laurahafner@myflinsurancesolutions.com

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

For further information concerning this matter, please call:

Laura Hafner

Name of Contact Person

at ( 386 ) 325-2081

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

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

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Philips Insurance Agency Inc

(Name of Corporation as currently filed with the Florida Dept. of State)

G41415

(Document Number of Corporation (if known))

FILED  
14 MAY 30 PM 2:00  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
(Principal office address **MUST BE A STREET ADDRESS**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Enter new mailing address, if applicable:**  
(Mailing address **MAY BE A POST OFFICE BOX**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent Laura Hafner  
1303 Reid St  
(Florida street address)

New Registered Office Address: Palatka, Florida 32177  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

X Change                      PT      John Doe

X Remove                     V        Mike Jones

X Add                         SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>PTDS</u>	<u>A G Philips</u>	<u>1303 Reid St</u>
<input type="checkbox"/> Add			<u>Palatka FL 32177</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>PT</u>	<u>Laura Hafner</u>	<u>1303 Reid St</u>
<input checked="" type="checkbox"/> Add			<u>Palatka FL 32177</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>VS</u>	<u>John Mikell</u>	<u>1303 Reid St</u>
<input checked="" type="checkbox"/> Add			<u>Palatka FL 32177</u>
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

**E. If amending or adding additional Articles, enter change(s) here:**  
(Attach additional sheets, if necessary). (Be specific)

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(Attach additional sheets, if necessary). (Be specific)

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**  
(if not applicable, indicate N/A)

Philips Insurance Agency Inc has been sold to FL Work Comp Solutions Inc.

Stock Purchase Agreement Attached

The date of each amendment(s) adoption: April 21, 2014, if other than the date this document was signed.

Effective date if applicable: June 2, 2014  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_."  
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated May 23, 2014

Signature 

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

A G Philips

(Typed or printed name of person signing)

President

(Title of person signing)

## UPDATED STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this April 21, 2014 by and between A. G. Philips and Betty K. Howle ("Existing Shareholders") as all of the shareholders of Philips Insurance Agency, Inc. ("Seller Corporation"), and FL Work Comp Solutions, Inc. ("Purchaser").

WHEREAS, the Existing Shareholders are the record owners and holders of 100 percent of the stock of Philips Insurance Agency, Inc.; and

WHEREAS, Purchaser desires to acquire 100 percent of said stock from Existing Shareholders and the Seller Corporation along with the Existing Shareholders desire to sell said stock to Purchaser upon the terms and subject to the conditions herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, it is hereby agreed as follows:

1. **SALES PRICE OF SELLER CORPORATION STOCK.** The agreed sales price of all of the shares of stock of the Seller Corporation is approximately \$275,200.00.

2. **PAYMENT:**

(a) Non-refundable deposit held in escrow by John D. Mussoline (escrow agent) in the amount of \$10,000.00.

(b) Purchase Money Security Agreement \$205,200.00.

(c) Balance to close by cash, wire transfer or locally drawn cashier's check \$60,000.00.

3. **TIME FOR ACCEPTANCE.**

If this offer is not executed by all parties on or before April 21, 2014, the deposit will, at Buyer's option, be returned and this offer withdrawn.

4. **CLOSING DATE FOR STOCK PURCHASE AGREEMENT.** Pursuant to an overall integrated redemption of all shares, the Closing Date for this Agreement shall be June 2, 2014.

5. The Existing Shareholders hereby warrant and represent that Seller Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as it is now conducted.

6. Seller Corporation and Existing Shareholders warrant that there are no other existing warrants, options, stock purchase agreements, redemption agreements, and restrictions of any nature, calls or rights to subscribe of any character relating to the shares of the capital stock nor are there any securities convertible into such stock.

7. The parties hereto all represent and warrant that there has been no act or omission by Seller Corporation, the Existing Shareholders or Purchaser which would give rise to any valid claim against any of the parties hereto for a commission, finder's fee, or other like payment in connection with the transactions contemplated hereby. Any and all prior, pending, or unknown legal action related to Seller Corporation must not use or associate the Purchaser or their company's new name. If for some reason the Purchaser becomes responsible for payment of any or all prior, pending, or unknown legal action that existed prior to the date of this Stock Purchase Agreement, a reduction in the overall purchase price equivalent to the Purchaser's legal obligation will be recognized to the extent of the unanticipated Purchaser's legal obligation.

8. The Effective Date is the date on which the last of the parties sign below. Time is of the essence for all provisions of this contract. All time periods expressed as days will be computed in calendar days. All time periods will end at 5:00 p.m. local time of the appropriate day.

9. This Contract (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

10. The Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties herein agree to submit to the personal jurisdiction and venue of a court subject matter jurisdiction located in Putnam County, State of Florida. In the event that litigation results from or arises out of this Agreement for the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

11. FINANCING. Seller agrees to accept a purchase money security agreement secured by the stock in issue and the personal signatures of the officers, joined by their spouses, of Purchaser, in the amount of \$205,200.00 payable \$4,000.00 per month amortized including 4 percent per annum interest commencing July 8, 2014 and continuing until paid in full.

12. Corporate assets not included in this sale are a 2013 Toyota Camry and a 12' x 12' utility building located off site.

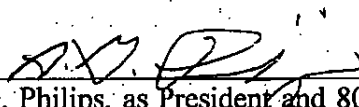
13. The parties agree to enter into a lease agreement for the property situate at 1303 Reid Street, Palatka, Florida 32177 for a term of one year commencing June 2, 2014, renewable annually. The lease shall automatically renew annually unless the Buyer (tenant) provides a notice to terminate at least three months prior to the end of the term.

Rent shall be \$1,000.00 per month plus 7 percent sales tax and 1/12th of the annual property tax payable in advance on the 15th day of each month.

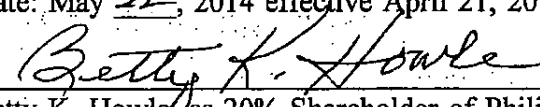


IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

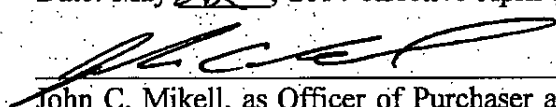
Signed, sealed and delivered in the presence of:

  
A. G. Philips, as President and 80% Shareholder of  
Philips Insurance Agency, Inc.

Date: May 22, 2014 effective April 21, 2014

  
Betty K. Howle, as 20% Shareholder of Philips  
Insurance Agency, Inc.

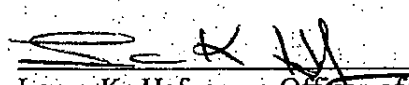
Date: May 22, 2014 effective April 21, 2014

  
John C. Mikell, as Officer of Purchaser and Guarantor

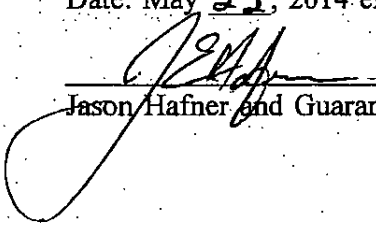
Date: May 22, 2014 effective April 21, 2014

  
Michelle J. Mikell and Guarantor

Date: May 22, 2014 effective April 21, 2014

  
Laura K. Hafner, as Officer of Purchaser and Guarantor

Date: May 22, 2014 effective April 21, 2014

  
Jason Hafner and Guarantor

**NON-COMPETITION AGREEMENT**

THIS AGREEMENT made this 2 day of June, 2014, by and between A. G.

Philips and Betty K. Howle, Sellers and FL Work Comp Solutions, Inc., Buyer;


WHEREAS, the Sellers have this day sold the business known as Philips Insurance Agency, Inc. at 1303 Reid Street, Palatka, Florida 32177 to Buyer; and

WHEREAS, a valuable part of the consideration paid by Buyer to Sellers was the Seller's assurance that Seller would not compete with Buyer in the insurance agency business in Palatka, Florida; and

NOW THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) paid by each of the parties to the other, the parties mutually agree as follows:

That the Sellers covenants with the Buyer, its successors and assigns, that Sellers will not, at any time during the period of five (5) years from and after this date, directly or indirectly, under any circumstances or conditions whatever, engage in, or be or become interested as an individual, partner, stockholder, director, officer, clerk, principal, agent, employee, trustee, lender of money, or in any relation or capacity whatever, in or to the business of selling insurance in Palatka, Florida or within a radius of ten (10) miles of the City of Palatka, Florida.

DATED this 2 day of June, 2014.

  
A. G. Philips

  
Betty K. Howle

CLOSING STATEMENT

Re: Sale, Philips Insurance Agency, Inc. to  
FL Work Comp Solutions, Inc.

June 2, 2014

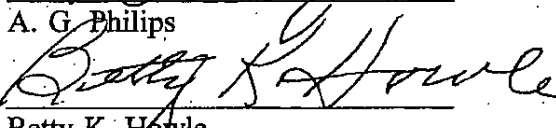
Purchase Price	\$275,200.00
Deposit Paid	10,000.00
Purchase Money Security Agreement	<u>205,200.00</u>
Cash Due at Closing	\$60,000.00

Closing Costs:	
Closing Attorney's Fee	\$3,500.00
State Stamps on Note	718.20
Stock Certificates	<u>37.80</u>
Total Closing Costs	\$4,256.00

Disbursements:	
John D. Mussoline	\$3,537.80
Tim Smith, Clerk	718.20
A. G. Philips	35,000.00
Betty K. Howle	35,000.00

  
A. G. Philips

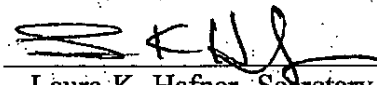
FL Work Comp Solutions, Inc.

  
Betty K. Howle

By:

  
John C. Mikell, President

By:

  
Laura K. Hafner, Secretary