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OCT 26 2020

S. YOUNG

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Signature Insurance Group, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

David Ballew

Name of Person

Signature Insurance Group, LLC

Firm/Company

31820 Orange Street

Address

Sorrento, FL 32776

City/State and Zip Code

agency@sig.insure

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

For further information concerning this matter, please call:

David Ballew

321

228-7642

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

\$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Signature Insurance Group, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 5/7/2015 and signed
Florida document number L15000081144.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

401 S. Rosalind Avenue, Suite 102

(Principal office address MUST BE A STREET ADDRESS)

Orlando, FL 32801

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

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

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.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

F. Effective date, if other than the date of filing: 7/24/2020 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated September 11th 2020



Signature of a member or authorized representative of a member

David Ballew

Typed or printed name of signee

Mediated Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into on July 24, 2020 (the "Settlement Date"), by and between Signature Insurance Group, LLC, a Florida limited liability company ("SIG"), Signature Financial Group Inc., a Florida corporation ("SFG"), David R. Ballew ("Ballew"), collectively "Debtor Parties", Orca Insurance Group, LLC, a Florida limited liability company ("Orca"), and Caleb J. Sabat ("Caleb").

1. **Client Accounts.** Within five (5) days of entry of an order approving this agreement, Sabat and Orca shall be entitled to all client accounts as are listed on Exhibit "A" attached hereto and incorporated herein by reference and Debtor shall cooperate and execute any documentation necessary to effectuate a transfer of the client accounts listed on Exhibit "A" to Orca, (a), , (the "Transferred Clients"), (b) accounts receivable (the "Accounts Receivable"), and (c) intangible assets (collectively, the "Acquired Assets"). Debtor Parties hereby release all interests in the Acquired Assets.

2. **Excluded Assets.** All assets of SIG and SFG not included in the Acquired Assets, including, without limitation, such client accounts as are set forth on Exhibit "B" attached hereto, shall be excluded from the assets being acquired and transferred hereunder, and shall be retained by SIG and SFG.

* 3. **Caleb's Membership Interest in the Debtor.** Caleb shall surrender his 50% membership interest in SIG to SIG and cooperate with the execution of any and all documents necessary to effectuate such surrender.

4. **Caleb's Shareholder Interest in SFG.** Caleb shall surrender his common stock in SFG to SFG and cooperate with the execution of any and all documents necessary to effectuate such surrender and

5. Within fourteen (14) days after the execution of this settlement agreement, Caleb Sabat shall disclose each of the client names, contracts and carrier contracts which have been transferred to Orca from SIG or SFG prior to June 1, 2020 (all of which are part of the client and contracts reference on Exhibit "A").

6. Within fourteen (14) days after the execution of this settlement agreement, Caleb Sabat shall disclosure each of the client names, contracts and carrier contracts which have been transferred to Orca from SIG or SFG after June 1, 2020.

7. Within five (5) days of the entry of an Order approving this settlement agreement, Ballew, SIG and SFG shall email Florida Blue to release the Florida Blue clients to Orca. Until all client contacts listed on Exhibit "A" are transferred to Orca, Caleb shall have full and complete access to monitor but not effectuate a withdraw from any bank accounts maintained by SIG and SFG.

8. Caleb shall cause the Dissolution Proceeding pending in Seminole County – as to SIG – to be dismissed within ten (10) days of the entry of a final order approving this

Agreement.

9. **Release of Caleb, Orca and Related Parties.** Debtor parties hereby release any and all claims, known or unknown, against Caleb, Orca, John Sabat, Karissa Pierson and Timothy Sabat. In consideration of this release Karissa Pierson shall withdraw the claim that she has filed against the Debtor within ten (10) days of a final order approving this Agreement and John Sabat agrees not to file any claims against the Debtor. For purposes of clarity, neither Karissa Pierson nor John Sabat shall retain any claim against the Debtor upon entry of a final order approving this Agreement by the Bankruptcy Court. Rather, Caleb Sabat shall assume any and all liability for any claims asserted by Karissa Pierson and John Sabat against the Debtor.

10. **Release of Ballew.** Caleb and Orca hereby release any and all claims, known or unknown, against David Ballew, Angela Ballew and the Debtor. .

11. **Instruments of Transfer.** The parties to agree to execute, acknowledge, and deliver all such further acts, assignments, transfers, and powers of attorney as may be required to effect the terms of this Agreement.

12. **Accounts Receivable.** After the Settlement Date all amounts received by SIG or SFG from Florida Blue, United Healthcare Medicare or Penn Mutual for the client accounts listed on Exhibit "A" shall be paid to Orca on the 15th of each month.

13. **Covenant Not To Solicit.** Following the Settlement Date, neither Caleb nor Orca, shall, until the second (2nd) anniversary of the Settlement Date, directly, indirectly, or through any affiliated entity, solicit or entice away or endeavor to solicit or entice away any person who was or is at the time of the solicitation or enticement a client, customer or employee, or independent contractor of SIG or SFG. This provision does not apply to the client accounts listed on Exhibit "A."

14. **Expenses of Negotiation and Transfer; Attorneys' Fees.** Each party hereto shall pay such party's own expenses, taxes, and other costs incident to or resulting from negotiating and documenting this Agreement, whether or not the transactions contemplated hereby are consummated. In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred and reasonable attorneys' fees, including those incurred in all investigations, trials, bankruptcies and appeals, whether or not legal action is filed.


15. **Entire Agreement.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties with respect to the transaction contemplated hereby.

16. **Successors and Assigns.** No party may assign or delegate any of its rights or obligations under or in connection with this Agreement without the written consent of the other parties.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

Signature Insurance Group, LLC.

By: 
David R. Ballew, Manager

Signature Financial Group Inc.

By: 
David R. Ballew, CEO

David R. Ballew



Orca Insurance Group, LLC

By: 
Caleb J. Sabat, Manager

Caleb J. Sabat

