

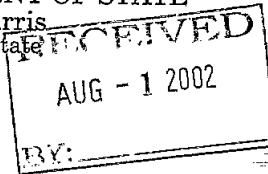
7/29/02



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

July 30, 2002



American Southern Consultants, Inc.  
13843 S. Dixie Hwy  
Miami, FL 33176

SUBJECT: AMERICAN SOUTHERN CONSULTANTS, INC.  
Ref. Number: M40378

We have received your document for AMERICAN SOUTHERN CONSULTANTS, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please have Nancy Fernandez sign on the signature line (2nd page).

Please accept our apology for failing to mention this in our previous letter.

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with a telephone number where you can be reached during working hours.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 002A00045826

RECEIVED  
SEP - 9 AM 10:18  
DIVISION OF CORPORATIONS

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

July 17, 2002

American Southern Consultants, Inc.  
13843 S. Dixie Hwy  
Miami, FL 33176

SUBJECT: AMERICAN SOUTHERN CONSULTANTS, INC.  
Ref. Number: M40378

We have received your document for AMERICAN SOUTHERN CONSULTANTS, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 802A00043929

RECEIVED  
02 JUL 29 AM 9:34  
DIVISION OF CORPORATIONS

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

FILED  
02 SEP -9 PM 12:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

American Southern Consultants, Inc.  
(present name)

M 40378

(Document Number of Corporation (If known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

**FIRST:** Amendment(s) adopted: (indicate article number(s) being amended, added or deleted)

Let It be Known that John Tyrrell  
is no longer Associated with American  
Southern Consultant by COURT Order Attached  
hereto as of June 3, 2002 Nancy Fernandez  
is the President and Secretary.

**SECOND:** 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, are as follows:

All stock owned by John Tyrrell  
are hereby Cancelled and Voided by  
Court Order.

THIRD: The date of each amendment's adoption: July 3, 2002.

FOURTH: Adoption of Amendment(s) (CHECK ONE)

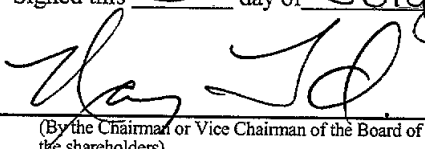
- ☒ The amendment(s) was were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled 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.

Signed this 3 day of July, 2002.

Signature



(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders)

OR

(By a director if adopted by the directors)

OR

(By an incorporator if adopted by the incorporators)

Nancy Fernandez  
(Typed or printed name)

Secretary  
(Title)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA

In re:

Case No. 02-21872-BKC-PGH  
Chapter 7

JOHN J. TYRRELL,  
GAIL I. TYRRELL,

Debtors.

Reaffirmation Agreement  
(NON-DISCHARGEABLE DEBT)

John J. Tyrrell and Gail I. Tyrrell (hereinafter "Debtor"), hereby reaffirm the following debt(s) pursuant to the terms of the Agreement for Purchase of Corporate Stock of American Southern Consultants, Inc., T&F Insurance, Inc., and Preferred Insurance Network, Inc. (hereinafter "Agreement") in favor of Nancy Fernandez (hereinafter "Purchaser").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

The Debtor acknowledges and agrees as follows: That they reaffirm any debt that they incurred in the name of the corporations being sold to Purchaser (Nancy Fernandez) pursuant to the Agreement that preexisted the Purchaser's initial acquisition of a 50% interest in the name of the corporations, or any debt incurred by the Debtors for their personal use, except for the Washington Mutual loan which is separately dealt with in the Agreement.

The Debtor filed a petition for relief in the court listed above.

The Purchaser is a Creditor is a "creditor" is defined in Title 11, and that the indebtedness of the Debtor to said Creditor is a valid, undisputed and liquidated debt or debts as that term is defined in Title 11. This is an secured debt that is not dischargeable under Title 11.

The indebtedness and claim is presently uncertain and unliquidate but otherwise evidenced by the Agreement separately filed with the court and approved by an order of the court.

No discharge has yet been granted to the Debtor.

The Debtor hereby reaffirms the Agreement and the terms and conditions of the Agreement, and further agrees to indemnify the Purchaser to the extent of such possible liability(ies) against the corporations, which liability(ies) of the Debtor are exempted from discharge, to the full amount of the debt, including interest, costs and fees.

This Reaffirmation Agreement is not made in accordance with and by virtue of 11 U.S.C. § 524(c). This Reaffirmation Agreement is made in recognition of the fact that the characterization of the debt, if it is shown to exist, would be in the nature of a fraud that is otherwise exempted from discharge.

The Debtor fully understands and agrees that (s)he will continue to be bound by the Agreement described above, notwithstanding a discharge granted by this Court.

The Debtor acknowledges that this Reaffirmation Agreement is being entered into voluntarily and in good faith and not under compulsion.

The Creditor, by the undersigned signature of its authorized agent, agrees to said Reaffirmation by the debtor.

Executed this

June 2002

WITNESSES:

CHRISTINA J. OLSON

RICHARD H. SOMMERMAN

John J. Tyrrell  
John J. Tyrrell, Debtor

Gail I. Tyrrell  
Gail I. Tyrrell, Joint Debtor

I, the undersigned do hereby declare that I represented the Debtor during the course of the negotiations of this reaffirmation agreement. I also declare that the reaffirmation agreement represents a fully informed and voluntary agreement by the Debtor. I have fully advised the Debtor of the legal consequences of this reaffirmation agreement and of any default under this agreement.

Dated: 6/10/02

Attorney for Debtor

[Signature]

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA

In re:

JOHN J. TYRRELL and  
GAIL I. TYRRELL,

Debtors.

Case No. 02-21872-BKC-PGH

Chapter 7

**ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT  
AND SALE FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS**

This matter having been heard in Ft. Lauderdale on June 3, 2002 upon the Trustee's Motion to Approve Settlement and Sale Free and Clear of Liens, Claims and Interests between the trustee, the debtors and the plaintiff, Nancy Fernandez ("Fernandez"), in Adversary Proceeding No. 02-2098, and good cause appearing, it is ORDERED:

1. The motion is granted and the settlement and sale are approved. The parties are directed to comply with the Agreement for Purchase of Corporate Stock attached to the motion.
2. Upon the trustee's receipt of all sale and settlement funds, Fernandez shall be deemed released from all of the trustee's claims in the chapter 7 proceeding as well as in Adversary Proceeding No. 02-2098, and the trustee shall be deemed released from all claims of Fernandez against the estate.
3. The adversary proceeding is dismissed, but the court reserves jurisdiction to vacate the dismissal and enter judgment against Fernandez, upon the trustee's affidavit, if she fails to timely pay the \$33,000.

Ordered in the Southern District of Florida on

June 3, 2002  
**PAUL HYMAN**

Paul G. Hyman  
United States Bankruptcy Judge

Copies furnished to:

Patrick S. Scott  
Rex Russo  
Christian Olson  
John and Gail Tyrrell  
Nancy Fernandez  
Sonya L. Sakin  
U.S. Trustee

(Mr. Scott is directed to serve a copy of this order on all interested parties and to file a certificate of service with the court.)



**AGREEMENT FOR PURCHASE OF CORPORATE STOCK  
OF  
AMERICAN SOUTHERN CONSULTANTS, INC., T&F  
INSURANCE, INC., AND PREFERRED INSURANCE NETWORK, INC.**

AGREEMENT made this 17<sup>th</sup> day of May, 2002, between SONYA L. SALKIN (the "Seller"), TRUSTEE for the bankruptcy estate of John J. Tyrrell, whose address is c/o Patrick S. Scott, Law Office of Patrick Scott, 111 S.E. 12<sup>th</sup> Street, Suite B, Fort Lauderdale, FL 33316-1813 and NANCY FERNANDEZ, (the "Purchaser"), whose address is 7740 S.W. 104th Street, Suite 100, Pinecrest, Florida 33156.


**RECITALS:**


1. The Seller owns two hundred and fifty (250) shares of American Southern Consultants, Inc., a Florida corporation, representing 50% of the issued and outstanding shares of said company, and owns 50% of the shares of T&F Insurance, Inc., T&F Insurance II, Inc., and Preferred Insurance Network, Inc. The Trustee abandons any interest of the Debtor John J. Tyrrell to his 50% of the shares of T&F Insurance II, Inc., and further abandons any interest of John J. Tyrrell to his right pursuant to this agreement to purchase the remaining 50% of the shares of T&F Insurance II, Inc. from Nancy Fernandez. The only asset of T&F Insurance II, Inc. is an automobile that is used by John J. Tyrrell that has no equity.

2. The Purchaser owns two hundred and fifty (250) shares of American Southern Consultants, Inc., representing 50% of the issued and outstanding shares of said company, and also owns 50% of the shares of T&F Insurance, Inc., T&F Insurance II, Inc., and Preferred Insurance Network, Inc. Purchaser desires to purchase the Debtors' 50% holdings in American Southern Consultants, Inc., T&F Insurance, Inc., and Preferred Insurance Network, Inc. pursuant to this Agreement which is submitted in accordance with the Shareholders' Agreement dated March 30, 2001. Purchaser has agreed to sell her 50% holdings in T&F Insurance II, Inc. to Debtor John J. Tyrrell for nominal consideration pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Sale of Shares: The Seller shall sell and transfer to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, the Seller's 250 shares of American Southern Consultants, Inc., all of the shares the Seller now owns in T&F Insurance, Inc., constituting 50% of

*After 21* 

... *plu* *ms* *cto* *to* 

Purchaser to the extent of such possible liabilities against the corporations, which liability of the Debtors is excepted from discharge. Additionally, John Tyrrell agrees to obtain a release of the Finco loan and termination of the UCC-1 securing said loan in advance of the closing of this agreement. Additionally, John Tyrrell owes the Plaintiff, Nancy Fernandez, the sum of \$19,000, which sum constitutes a non-dischargeable debt of the Debtor to Nancy Fernandez. The judgment shall bear interest at the legal rate, each side to bear its own fees and costs. These promises by Mr. Tyrrell do not cover the U.S.A. Telecom, Inc. loan to American Southern Consultants, Inc. made in 2001.

So long as there is an outstanding balance due Washington Mutual for, customer number 00-3010507-3, loan number 000-00-000 1-8, which debt is a continuing debt of American Southern Consultants, Inc. The Debtor may reduce the amount of the judgment debt due Nancy Fernandez by payment directly to Washington Mutual, and give notice and proof of said payment to Nancy Fernandez. Upon full payment of the \$19,000 judgment, the Debtor John Tyrrell shall receive a satisfaction of judgment within 14 days. These terms shall be incorporated into an agreed final judgment in the adversary action.

Debtors acknowledge that the Purchaser's corporations shall thereafter retain the book of business generated by Kendall Toyota, KIA, Lexus, and all dealerships associated with the corporate owners of Kendall Toyota, KIA, the Lexus accounts. For a period of 42 months, the Debtor shall neither solicit nor accept business from any dealership associated with the corporate owners of Kendall Toyota, KIA and Lexus, nor solicit nor accept business from any dealership associated with the corporate owners of Brickell Motors. Additionally, the Debtors shall refrain from interfering with said business. Debtors shall not knowingly solicit any other customer of the corporations, including Kendall Toyota, KIA, the Lexus and Brickell Motors. Debtors shall not open a business within a ten (10) mile radius of any of the existing offices of the corporations of the Purchaser mentioned herein. For the purposes of this paragraph, the term "Debtors" includes the individuals personally, or any corporation, partnership or entity in which they are owners or partners or controlling members.

Debtors shall not sell or otherwise transfer the customer names of the corporations with Quick Quotes, nor engage in any effort to diminish any of the corporations' books of business.

Purchaser agrees to continue Gail Tyrrell in the employment of American Southern Consultants, Inc. for 30 days, at minimum wage, and for the minimum required hours to keep her insurance policy active. The corporations shall no longer be responsible for paying any other expenses of the Debtors, other than Mrs. Tyrrell's insurance, including but not limited to life insurance for Mr. Tyrrell, car payments, and cellular telephones.

7. Purchaser's Obligations Regarding Company Transactions and Future Inquiries: Purchaser, Nancy Fernandez, agrees to be jointly and severally responsible with American Southern Consultants, Inc., to indemnify and hold John J. Tyrrell and Gail Tyrrell harmless from any and all manner of claims against them by any customer of American Southern Consultants, Inc., or by the Florida Department of Insurance, in reference to any transaction by American Southern Consultants, Inc. that occurred after March 1, 2001, and that arose from actions that are not associated with any negligent, fraudulent or wrongful action by either John J. Tyrrell or Gail Tyrrell.

Purchaser, Nancy Fernandez, agrees to be jointly and severally responsible with T&F Insurance, Inc. and Preferred Insurance Network, Inc., to indemnify and hold John J. Tyrrell and Gail Tyrrell harmless from any and all manner of claims against them by any customer of either T&F Insurance, Inc. or Preferred Insurance Network, Inc., or by the Florida Department of Insurance, in reference to any transaction by either T&F Insurance or Preferred Insurance Network, Inc. that occurred after September 24, 2001, and that arose from actions that are not associated with any negligent, fraudulent or wrongful action by either John J. Tyrrell or Gail Tyrrell.

8. Seller's Representations and Warranties: The Seller represents, covenants, and warrants that as of this date and the date of closing:

A. The 250 shares of American Southern Consultants, Inc., and the shares of all other corporations being sold will be sold free and clear of all liens and encumbrances of any persons to whom notice of this sale is given by the Seller;

B. The Seller is the duly appointed trustee of John J. and Gail Tyrrell.

C. The Seller has the authority to execute the documents necessary to convey the subject stock certificates, upon bankruptcy court approval.

9. T&F Insurance, Inc., and Preferred Insurance Network, Inc., Florida corporations: All of the issued and outstanding stock of these corporations owned by the Seller

shall be delivered to Purchaser at closing.

10. Documents at Closing: The parties shall exchange at the closing all documents described in this agreement.

11. Notices: All notices permitted or required to be given hereunder shall be considered to have been properly given if sent United States mail, postage prepaid, certified mail, to the Purchaser or the Seller, at the addresses hereinafter set forth, as follows:

Seller: Sonya L. Salkin  
c/o Patrick S. Scott  
Law Office of Patrick Scott  
111 S.E. 12<sup>th</sup> Street, Suite B  
Fort Lauderdale, FL 33316-1813

Debtors: John J. Tyrrell and Gail I. Tyrrell  
1588 S.W. 15<sup>th</sup> Avenue  
Pembroke Pines, Florida 33027

Purchaser: Nancy Fernandez  
7740 S.W. 104<sup>th</sup> Street, Suite 100  
Pinecrest, Florida 33156

Purchaser's Attorney: Rex E. Russo  
Russo & Kavulich, P.L.  
Gables International Plaza  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134

or such other address as is provided in writing.

12. Miscellaneous:

A. Parties in Interest. All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of and be enforceable by the Purchaser and the Seller, their heirs, executors, administrators, successors, and permitted assigns.

B. Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.

C. Choice of Law. It is the intention of the parties that the laws of the State of

ADDENDUM

The Agreement for the Purchase of Corporate Stock is contingent upon the following conditions subsequent:

1. Purchaser obtaining the original or recorded copy of the termination of American Southern Consultants from the Finco UCC.
2. The Debtors' signature to a Reaffirmation Agreement in the form contemplated by the Purchase Agreement which may be held in trust by the Trustee's attorney pending the court order approving the Purchase Agreement.
3. The parties agreeing to the form of the Final Judgment to be contemporaneously submitted to the Court, once the Purchase Agreement is approved by Court Order.
4. Receipt of the Share Certificates as contemplated by the Purchase Agreement.
5. Purchasers receipt of the Preferred Network Insurance, Inc. articles, by-laws, and corporate book by Monday, May 20, 2002.

*Handwritten signature and initials*  
CO-TO

IN WITNESS WHEREOF, the parties hereto have executed this agreement this day of May, 2002.

Signed, sealed and delivered  
in the presence of:

sign

Lisa Rose Smith

print

Lisa Rose Smith

As to Seller:

Sonya L. Sakin  
Sonya L. Sakin, Trustee

As to Purchaser:

sign

Rex E. Russo

print

Rex E. Russo

Nancy Fernandez  
Nancy Fernandez

As to Debtors:

sign

CHRISTOPHER T. OLSON

print

CHRISTOPHER T. OLSON

John J. Tyrrell  
John J. Tyrrell

sign

CHRISTOPHER T. OLSON

print

CHRISTOPHER T. OLSON

Gail I. Tyrrell  
Gail I. Tyrrell