

PO1000090769

Requester's Name
13843 S Dixie Hwy
206
33176

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #) 600006253216--7
-07/08/02-01075--005
*****35.00 *****35.00
2. _____ (Corporation Name) _____ (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

- ☐ Walk in ☐ Pick up time ☐ Certified Copy ☐ Certificate of Status
- ☐ Mail out ☐ Will wait ☐ Photocopy

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

X00789

Examiner's Initials

FILED
02 JUL -8 AM 10:39
TALLAHASSEE, FL 32309
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

FILED
02 JUL -8 AM 10:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T & F Insurance, Inc.
(present name)

901000090769

(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 Tyrrell
is no longer Associated With T & F Insurance, Inc
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 stocks owned by John Tyrrell
are hereby cancelled 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 Fernandes
(Typed or printed name)

Director
(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. Tyrell (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

RICARDO IT. SANCHEZ

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 I. 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. Sa kin
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 14th 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. 12th 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

the shares of that corporation, and all of the shares Seller now owns in Preferred Insurance Network, Inc., constituting 50% of the shares of that corporation.

2. Purchase Price: The purchase price for all such shares is Thirty-Three Thousand Dollars (\$33,000.00), which the Purchaser shall pay to the Seller in installments as follows:

- A. \$6,600 upon bankruptcy court approval of this agreement.
- B. The balance of \$26,400 shall be payable monthly at \$3,000 per month beginning June 1 for eight months, and \$2,400 on February 1, 2003.
- C. The installment debt shall be evidenced by a Promissory Note in a form customarily used by lending institutions in the community.
- D. The purchase price includes all debts owed to the Seller reflected on the books of account of all the companies named in this agreement or as identified in exhibits attached hereto.

3. T&F Insurance II, Inc., a Florida corporation: Purchaser shall sell her 50% interest in T&F Insurance II, Inc., to John J. Tyrell for a purchase price of \$1.00 and deliver an assignment of all ownership rights to such shares at closing, with the understanding that the existing bank account of that corporation will be closed and the funds transferred to American Southern Consultants, Inc. at the closing of this transaction. John J. Tyrell shall immediately change the name of T&F Insurance II, Inc. and refrain from using the name "T&F Insurance" in any corporation or business in which he may be involved.

4. Closing: The closing of the sale shall take place at the office of Patrick S. Scott upon entry of the bankruptcy court order approving the sale. At the closing, Seller shall deliver to the Purchaser, free and clear of all encumbrances, certificates for the shares, in negotiable form, with any requisite transfer stamps attached. Upon such delivery, the Purchaser shall deliver to Seller an attorney's trust account check, payable to the order of the Seller, for the initial payment of \$6,600.

5. Debtors' Obligations, Representations and Warranties: The Debtors herein agree to reaffirm any debt that they incurred in the name of the corporations being sold to Purchaser pursuant to this agreement ("the corporations") 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 herein. At the closing of this agreement, the Debtors shall sign a reaffirmation agreement for this purpose indemnifying the

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. 12th Street, Suite B
Fort Lauderdale, FL 33316-1813

Debtors: John J. Tyrrell and Gail I. Tyrrell
1588 S.W. 151 Avenue
Pembroke Pines, Florida 33027

Purchaser: Nancy Fernandez
7740 S.W. 104 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

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

Signed, sealed and delivered
in the presence of:

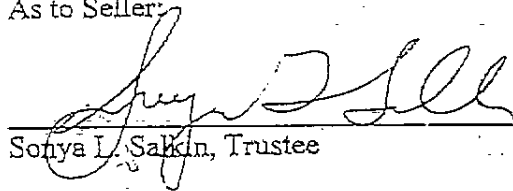
sign



print

Lisa Rowe Smith

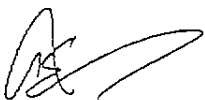
As to Seller:



Sohya L. Sakin, Trustee

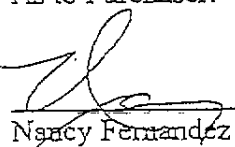
As to Purchaser:

sign



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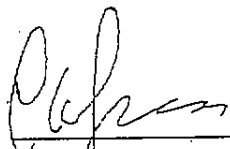
Rex E. Russo



Nancy Fernandez

As to Debtors:

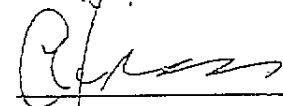
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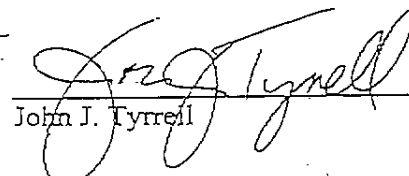
CHRISTOPHER J. OLSON

sign

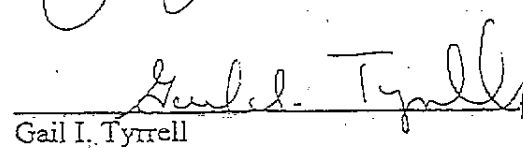


print

GAIL I. TYRRELL



John J. Tyrrell



Gail I. Tyrrell

