

P10600084084

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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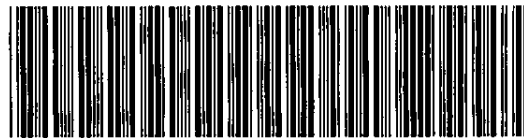
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
13 DEC -5 PM 11:47
T. LEMMON

T. LEMMON

DEC 10 2013

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Insurance Group of Florida, Inc.

DOCUMENT NUMBER: P10000084084

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

Please return all correspondence concerning this matter to the following:

Linda Susan Barry

Name of Contact Person

Insurance Group of Florida, Inc.

Firm/ Company

13260 IMMOKALEE RD SUITE 4

Address

NAPLES, FL 34120

City/ State and Zip Code

BeauBarry@Hotmail.com

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

For further information concerning this matter, please call:

Beau Barry

Name of Contact Person

at (352) 422-0043

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

INSURANCE GROUP OF FLORIDA, INC.

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

P10000084084

(Document Number of Corporation (if known))

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 Linda Susan Barry
13260 IMMOKALEE RD 4
(Florida street address)

New Registered Office Address: NAPLES, Florida 34120
(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.

Linda Susan Barry
Signature of New Registered Agent, if changing

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DIVISION OF CORPORATIONS
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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>PT</u>	<u>Hilary L Dunlap</u>	<u>1820 10TH AVE NE</u>
<input type="checkbox"/> Add			<u>Naples, FL 34120</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>PT</u>	<u>Linda Susan Barry</u>	<u>231 Spring Lake Hwy</u>
<input checked="" type="checkbox"/> Add			<u>Brooksville, FL 34602</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<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)

Corporation was sold from Hilary L Dunlap to Linda Susan Barry. I have attached
a copy of the executed contract. Please contact my son, Beau Barry, if you need
anything else to process this change. Beau's phone number is 352-422-0043 or
BeauBarry@Hotmail.com

**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)

This is attached and notarized as well that 100% of the shares are to now be transferred
to Linda.

The date of each amendment(s) adoption: 12/01/2013, if other than the date this document was signed.

Effective date if applicable: 12/01/2013
(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 12/2/13 / 12-2-13

Signature Linda Susan Barry / Wilma A. Dunlap
(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)

Linda Susan Barry / Wilma A. Dunlap
(Typed or printed name of person signing)

President - Treasurer / Wilma A. Dunlap
(Title of person signing)

I, Hilary Dunlap, hereby transfer 100% ownership of Insurance Group of Florida, Inc. (a Florida Corporation) to Linda Barry at closing.

Signed Hilary Dunlap Hilary Dunlap Date 11-22-2013
Signed Linda Barry Linda Barry Date 11/23/2013

Notary Below:

The foregoing instrument was acknowledged before me this 22 day of November, 2013 by Hilary Dunlap who is personally known to me or who has produced _____ (type of identification) as identification.

Notary Public

Rafael Valdes

Printed Name

My Commission Expires: 12/16/2016



The foregoing instrument was acknowledged before me this 23 day of November, 2013 by Linda Barry who is personally known to me or who has produced FL Driver's License (type of identification) as identification.

Notary Public

Anthony Adum

Printed Name

My Commission Expires: 3-10-17



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into this 3rd day of September, 2013, by and between Linda Susan Barry ("Purchaser"), and Hilary L. Dunlap ("Seller"), and INSURANCE GROUP OF FLORIDA, INC. ("Company"), a Florida Corporation, located at 13260 Immokalee Road, Suite 4, Naples, Florida 34120.

RECITALS

WHEREAS, the Company is in the business of selling and servicing insurance; and

WHEREAS, the Purchaser desires to purchase the Company, including the equipment, furniture, goodwill, customer list, and book of business as more fully set forth in the Agreement; and

WHEREAS, the Parties are desirous of effectuating a smooth and efficient transfer of the Company being sold and acknowledge that their mutual goodwill and cooperation are essential to this end.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. SALE OF ASSETS.

- A. The Seller agrees to sell and transfer and the Purchaser agrees to buy the following assets of the described business, wholly owned by Seller, now located at 13260 Immokalee Road, Suite 4, Naples, Florida 34120, including the use of the name "INSURANCE GROUP OF FLORIDA, INC.", client list, mailing list, stock in trade, telephone numbers, good-will, merchandise, furniture, fixtures, equipment (owned or leased by the Seller and pertaining to the business), computer with custom software, forms, and Seller's rights under or to all contracts and deposits made by the Seller in connection with such business (the "Assets"), free and clear of any and all liabilities, debts, mortgages, security, interests or other liens or encumbrances, except as herein stated.
- B. As of the date of Closing, all business equipment leased by the Seller shall be assigned to the Purchaser and the Purchaser assumes sole responsibility, as of the date of Closing, for all costs, lease payments, damages and the return of any such items and holds the Seller indemnified, free and harmless from same.
- C. Seller shall retain all cash, cash equivalents, commissions and receipts through the date of Closing.

2. DOWN PAYMENT On the date of the Execution of this Agreement Purchaser shall deliver to Seller or Seller's Attorney, the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) ("Down Payment") which shall be held in escrow by Seller's Attorney pending further instructions from Seller and Purchaser.

- A. If the transaction contemplated by this Agreement, Seller's Attorney shall deliver the Down Payment to the Seller;
 - B. If the transaction fails to close due to the fact that Purchaser is not approved by Allstate then Seller's Attorney shall return Down Payment to the Purchaser.
 - C. If the transaction fails to close due to Buyers's inability, inaction or lack of desire to close, the Seller's Attorney shall deliver the Down Payment to Seller as liquidated damages and the remainder of this Agreement shall be considered null and void.
 - D. In the event of a dispute between Seller and Purchaser over the Down Payment Seller's Attorney shall transfer the Down Payment to the court registry in Collier County and the Purchaser and Seller will resolve their dispute in Collier County over the ownership of the Down Payment.
3. PURCHASE PRICE. The purchase price shall be TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00) to be paid as follows:
- A. a Down payment of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) payable on execution of this Agreement, to be delivered to and held in escrow by Seller's attorney until Closing; and
 - B. TWO HUNDRED FORTY-FIVE THOUSAND and 00/100 DOLLARS (\$245,000.00) by certified bank check at Closing.
4. CLOSING.
- The closing shall take place on or about November 1st, 2013 ("Closing") at the offices of Seller, or such other mutually agreeable date and location.
5. DELIVERIES AT CLOSING.
- A. The Seller's Attorney shall deliver the Down Payment to the Buyer.
 - B. The Purchaser shall deliver to Seller a certified check or bank check marked pay to the order of the Seller the sum of TWO HUNDRED FORTY-FIVE THOUSAND and 00/100 DOLLARS (\$245,000.00).
 - C. The Seller shall deliver to the Purchaser a Bill of Sale, transferring title to all of the Assets in the Form attached to this Agreement..
 - D. The Parties agree that there will be no adjustments for rent, taxes, or utilities due or paid on the date of Closing.
6. TELEPHONE NUMBERS.
- A. The Seller hereby transfers and assigns to the Purchaser, as of the date of Closing, the Seller's right to the business telephone numbers (239-206-2404 & 888-714-4940) and fax telephone numbers (239-206-8591 & 239-384-9900) or any other numbers used in the business aside from personal cell phone numbers of agents or employees of the business.

- B. The Purchaser will be solely responsible, as of the date of Closing, for all costs of the use of said telephone services and the costs of all directory and yellow page listings and/or advertisements in connection therewith and will hold the Seller indemnified, free and harmless from same.
- C. After the date of Closing, the Purchaser, its agents and employees, will advise any callers for the Seller that the Seller has transferred its business to the Purchaser. No information about this transaction shall be given to any such callers without the Seller's express permission and authorization.

7. REPRESENTATIONS.

The Seller warrants and represents the following:

- A. The Company is the owner of and has good and marketable title to the Assets and at Closing the Assets shall be delivered free from all debts, security interests, liens, and encumbrances.
- B. The Company has entered into no contracts relating to its business following the execution of this Agreement other than those disclosed to the Purchaser.
To Seller's knowledge there are no judgments, liens, actions, or proceedings pending or threatened against the Company anywhere.
- C. There are no violations of any kind pending or threatened against the Company and from the date of the execution of this Agreement and the Closing the Company will comply with all notices of violations of law, ordinances, or rules and regulations affecting the business.
- D. The Company has not used any other business name or address within two years of the date of this Agreement.
- E. The Assets are now and at the time of Closing will be located at the Seller's place of business and will not be removed therefrom without the written consent of the Purchaser.
- F. The Company has not established or participated in any pension or retirement plan or program for the benefit of any present or former employees of the Company to be transferred to the Purchaser.
- G. The Company is not insolvent, and will be able to meet business and personal obligations as they become due.

8. TRANSITION.

The Seller covenants with the Purchaser as follows:

- A. The Seller represents that for a period of a minimum of THREE MONTHS (3 months) after the Closing, Rafael Caraza has agreed to work for Purchaser, and effect a transition of the business to the Purchase and will assist in any and all matters pertaining to the business being sold in this Agreement that are within the scope of his knowledge and ability. The employment of Rafael Caraza may be extended further if mutually agreed by Purchaser and Rafael Caraza.
- B. Mr. Caraza shall be compensated at a rate of \$600 per week, a full time job of a minimum of 40 hours per week. Mr. Caraza will be responsible for the managing of the business including customer service and sales. Mr. Caraza will also be in charge of the training of employee's. Mr. Caraza will be paid a bonus of \$35 per

policy unless there are less than 4 full time sales producers and then it will be a bonus of \$25 per policy.

- C. Within a reasonable time after the Closing, the Purchaser shall send, at its expense, notices to the Seller's clients, vendors, suppliers and any other appropriate persons or entities that it has acquired the Seller's business herein.
- D. The Purchaser will be solely responsible for the operation of the business; and for all billing and collection of same, after the date of Closing.
- E. Nothing herein shall operate to make the Seller, or its principals and agents, an employee or partner of the Purchaser, but at all times they shall remain independent contractors. The foregoing provisions being temporary and adopted merely to effect a transition from the Seller to the Purchaser.
- F. The Seller and Purchaser shall cooperate with each other to make the transition as easy as possible for the clients (customers) of the business.

8. COVENANTS OF SELLER.

The Seller covenants with the Purchaser as follows:

- A. The Bill of Sale to be delivered at the Closing will transfer the Assets free of all encumbrances, and will contain existing warranties and any existing title documentation.
- B. The business of the Company will be conducted up to the date of Closing in substantially the same manner as it has been conducted in the past, in accordance with all applicable laws and regulations, and no contracts will be entered into with respect to the business without the prior written consent of the Purchaser.
- C. No judgments, liens, or security interests will be outstanding at the time of the Closing against the Seller or against its business or the Assets thereof, except those to be paid and discharged out of the purchase price at Closing and approved by the Purchaser.
- D. Debts and other obligations of the business will continue to be paid in the ordinary operation of the business, including, but not limited to, amounts normally and periodically paid to trade creditors, suppliers, state and federal tax authorities for employee withholding, sales tax, and similar items, employee wages and salaries, and transportation charges.
- E. Seller will hold Purchaser free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business prior to the date of Closing by Seller. Purchaser will hold Seller free and harmless from bills, claims, demands, indebtedness, liability and taxes and any other claims of any nature incurred or arising out of and by reason of the conduct or operation of the business after the date of Closing by Purchaser.
- F. Seller has filed and will file at the date of Closing all Federal, State and local tax returns which are required by it to be filed and such returns hereto filed are true, correct and there are no deficiencies, or assessment claims. In the event that an audit should take place subsequent to the Closing or this Agreement for any period prior to the date of Closing, the Seller's liability for same is ONE HUNDRED PERCENT (100%) of the taxing authority's demand for said period including all interest and penalties thereon and, further, will pay in full all withholding.

social security, and unemployment insurance taxes, applicable.

- G. The Seller will pay all wages due the employees up to and including the date of transfer of title.

9. "AS IS".

All the Assets sold hereunder shall be sold "as is". Seller makes no express or implied warranties as to its condition, safety, suitability or fitness for any particular purpose.

10. COVENANT NOT TO COMPETE.

If this transaction closes, Seller agrees that for TWO (2) years from date of Closing, Seller, Principals, Agents, or Employee's will not, directly or indirectly, own, manage, operate, join, control, participate in, engage in any way, as employee, partner, officer, director, shareholder, or otherwise, or through any other person, firm or corporation, in any business similar to or in competition with the Purchaser in Lee or Collier Counties, Florida.

11. BROKER.

The Parties warrant and represent that no broker was involved in negotiating the purchase of the Company. The Parties agree to hold each other harmless and indemnify each other against any all claims for brokers' fees from any broker, arising out of any acts of a Party.

12. MISCELLANEOUS.

- A. The Purchaser, its principals and employees, acknowledge that this business as with any business involves financial risks and that the Seller has not made any promises, guarantees, warranties or representations as to the profitability and/or future success of this business and the Purchaser, its principals and employees, have agreed to purchase this business at their own risk.
- B. The Parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may from time to time, be reasonably necessary and proper to effectuate and carry out the transaction contemplated by this Agreement.
- C. The Parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be submitted for adjudication and/or settlement by arbitration proceedings in accordance with the Rules of the American Arbitration Association, and any determination thereon shall be binding upon the Parties hereto with the same force and effect as if rendered by a court of competent jurisdiction, and judgment thereon may be entered by any Party.
- D. Seller understands and acknowledges the purchase of the Company by the Purchaser relies on the acceptance of the Purchaser by AllState Insurance Company. If Purchaser fails to be accepted by AllState Insurance Company, Purchaser will be entitled to a refund of all deposits.

10. SURVIVAL OF REPRESENTATIONS.

All representations, warranties and agreements contained herein shall not be discharged or dissolved upon Closing, but shall survive same.

13. ENTIRE AGREEMENT.

The Parties represent that this is the entire agreement and understanding among the Parties, and that there are no representations, warranties, terms, covenants or conditions made by any other party except as herein expressly contained. This Agreement shall not be altered, waived, modified or canceled in any respect except in writing, duly executed by all of the Parties hereto, and no oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification or cancellation.

14. LAW.

The construction, performance and enforcement of this Agreement shall be governed by the State of Florida.

15. SUCCESSOR AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Seller:	Purchaser
<p>Insurance Group of Florida, Inc., a Florida corporation</p> <p>By: <u>Hillary I. Dunlap</u> Hillary I. Dunlap</p>	<p><u>Linda Susan Barry</u> Linda Susan Barry</p>

BILL OF SALE OF BUSINESS

For sufficient consideration, receipt of which is hereby acknowledged, the undersigned, Hilary L. Dunlap, (Seller) hereby sells, transfers and conveys to Linda Susan Barry (Purchaser):

1. All the tangible and intangible property, goods and chattels, property and effects, listed in Schedule "A" attached and incorporated herewith; and
2. The whole of the good will of INSURANCE GROUP OF FLORIDA, INC. formerly operated by the undersigned which is the subject of this sale.

The undersigned warrants that the property listed on Schedule "A" are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

The sale is contingent on final approval from Allstate Insurance Company. If not approved by Allstate Insurance Company, Purchaser is to receive \$5,000 deposit back.

The undersigned hereby warrants and covenants that I shall not within TWO years of the date of this instrument engage in the business of insurance within Lee and Collier Counties, Florida.

Hilary L. Dunlap
Hilary L. Dunlap

9-3-2013
Date

Roger D. Chenn
Witness

9/3/2013
Date

Mary Jean Bonds
Witness

9/3/2013
Date

SCHEDULE "A"

Items contained within 13260 Immokalee Road, Suite 4, Naples, Florida.

1. Desks
2. Chairs
3. Computers (excluding personal laptop)
4. Telephones
5. Fixtures
6. Lobby chairs
7. Lobby tables
8. Office printers
9. Office fox
10. Office supplies