

704842

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

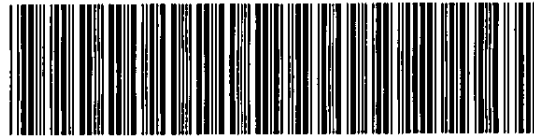
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FLORIDA SECRETARY OF STATE
TALLAHASSEE, FLORIDA
21 MAY 30 PM 2:27
TO: ANTHONY SOUZA
SUFFICIENT OFFILING

14 MAY 30 PM 3:19
SOUTH FLORIDA
TALLAHASSEE, FLORIDA

5/30/14
4:03 PM

MAY 30 2014

T. CARTER

EFFECTIVE DATE

May 31, 2014

COVER LETTER

WILL
WAIT

TO: Amendment Section
Division of Corporations

SUBJECT: AAA Auto Club South, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Angie Fausett
Contact Person

Pennington, PA.
Firm/Company

222-3533 please call w/ ?'s
Address

City, State and Zip Code

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

For further information concerning this matter, please call:

↑ at (_____) _____
Name of Contact Person Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75 2

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Fees

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

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

NOTED
FILED

14 MAY 30 PM 3:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida corporations in accordance with section 617.0302, Florida Statutes.

First: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
Auto Club South Financial Services, Inc.	Florida	corporation

Second: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

Name:	Jurisdiction	Form/Entity Type
AAA Auto Club South, Inc.	Florida	not for profit corporation

Third: The Plan of Merger (attached as Exhibit A) was approved on behalf of Auto Club South Financial Services, Inc. in accordance with the applicable provisions of the Florida Business Corporation Act, as amended, Florida Statutes, Chapter 607, and on behalf of AAA Auto Club South, Inc. in accordance with the applicable provisions of the Florida Not For Profit Corporation Act, as amended, Florida Statutes, Chapter 617.

Fourth: The merger shall be effective on May 31, 2014.

Fourth Part A - Adoption of Merger by Surviving Corporation

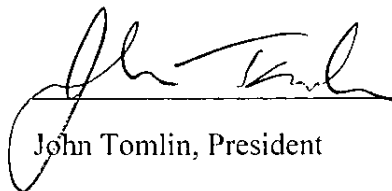
There are no members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on December 12, 2013. The number of directors in office was 4. The vote for the plan was as follows: 4 For, 0 Against.

Fourth Part B - Adoption of Merger by Merging Corporation

There are no members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on April 23, 2014. The number of directors in office was 4. The vote for the plan was as follows: 4 For, 0 Against.

Fifth: Signatures for Each Entity:

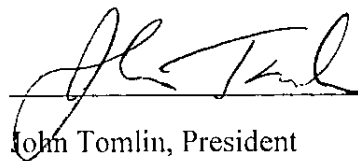
Auto Club South Financial Services, Inc.



John Tomlin, President

Dated: May 23, 2014

AAA Auto Club South, Inc.



John Tomlin, President

Auto Club South Financial Services, Inc.

and

AAA Auto Club South, Inc.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") dated May 23, 2014 is by and between Auto Club South Financial Services, Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 1515 North Westshore Boulevard, Tampa, Florida 33607 and AAA Auto Club South, Inc., a corporation organized and existing under the laws of Florida with its principal office located at 1515 North Westshore Boulevard, Tampa, Florida 33607.

WHEREAS, Auto Club South Financial Services, Inc. is a company organized and existing under the laws of Florida, having been incorporated on October 31, 1988.

WHEREAS, AAA Auto Club South, Inc. is a corporation duly organized and existing under the laws of Florida, having been incorporated on November 29, 1962 as a membership based non-profit corporation.

WHEREAS, the sole shareholder of Auto Club South Financial Services, Inc. is AAA Auto Club South, Inc. AAA Auto Club South, Inc. deems it advisable that Auto Club South Financial Services, Inc. be merged with and into AAA Auto Club South, Inc. (its parent) as the surviving corporation as authorized by the laws of the State of Florida, and pursuant to the terms and conditions set forth in this Agreement. Upon the effective date of this merger, the shares of capital stock of Auto Club South Financial Services, Inc. shall cancel without consideration.

In consideration of the premises, mutual agreements, provisions, covenants, and grants therein contained, the parties hereby agree as follows:

ARTICLE I-MERGER AND NAME OF SURVIVING CORPORATION

At the effective date, as defined in this Agreement, Auto Club South Financial Services, Inc. shall be merged with and into AAA Auto Club South, Inc. ("Surviving Corporation") which shall not be a new corporation but shall continue its corporate existence as a corporation to be governed by the laws of Florida, and which shall continue to be named "AAA Auto Club South, Inc." and shall maintain a registered office in Florida.

ARTICLE II-TERMS AND CONDITIONS OF MERGER

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Agreement) as follows:

At the effective date:

1. The Surviving Corporation shall be AAA Auto Club South, Inc.
2. The separate existence of Auto Club South Financial Services, Inc. shall cease.
3. On and after the effective date, the Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public, as well as a private nature, of Auto Club South Financial Services, Inc. and be subject to all the restrictions, disabilities and duties of each constituent corporation. All property (real, personal and mixed), all debts due on whatever account, all choses in action and all assets and every other interest of, or belonging to or due to Auto Club South Financial Services, Inc., shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or any interest thereon vested in the Surviving Corporation or Auto Club South Financial Services, Inc. shall not revert or be in any way impaired by reason of this Agreement.
4. All corporate acts, plans, policies, contracts, approvals and authorizations of Auto Club South Financial Services, Inc., and its stockholders, board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the effective date shall be taken for all purposes as the acts, plans, policies, contracts, approvals

and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were to Auto Club South Financial Services, Inc.

5. The assets, liabilities, reserves and accounts of each constituent corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such constituent corporation, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

6. The board of directors and the officers of the Surviving Corporation as of the effective date shall remain unchanged; the pre-merger status quo shall remain in effect.

ARTICLE III-CANCELLATION OF SHARES

All Auto Club South Financial Services, Inc. stock shall cancel without consideration on the effective date of the merger.

ARTICLE IV-CERTIFICATE OF INCORPORATION AND BYLAWS

The articles of incorporation and by-laws of AAA Auto Club South, Inc. as existing and constituted immediately prior to the effective date shall, upon the merger becoming effective, be and constitute the articles of incorporation and by-laws of the Surviving Corporation until amended in the manner provided by law.

ARTICLE V-MISCELLANEOUS PROVISIONS

This Agreement shall be submitted to the stockholder/member of Auto Club South Financial Services, Inc. (AAA Auto Club South, Inc.) as provided by the applicable laws of Florida. AAA Auto Club South, Inc. has no stockholder, but its sole Corporate Member is The Auto Club Group. After the approval or adoption of this Agreement by the stockholder in accordance with the requirements of the laws of Florida, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of Florida.

This Agreement may be terminated at any time prior to the effective date, whether before or after action on the plan by the stockholders of the constituent corporations, by mutual consent of the constituent corporations, expressed by action of their respective boards of directors.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts of this Agreement may be executed, and each such counterpart shall be deemed to be an original instrument.

The Surviving Corporation shall pay all the expenses of carrying this Agreement into effect and of accomplishing the merger.

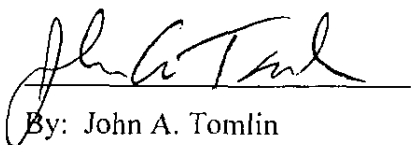
This plan and the legal relations between the parties to this plan shall be governed by and construed in accordance with the laws of Florida.

This plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties to this plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and attested as of the date first written above.

AAA Auto Club South, Inc.

(Seal)



By: John A. Tomlin

Its: President

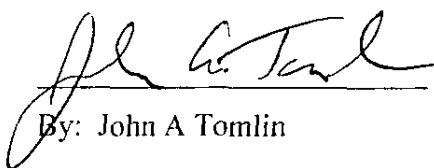
Attest:



Richard T. White, Secretary

Auto Club South Financial Services, Inc.

(Seal)



By: John A Tomlin

Its: President

Attest:



Richard T. White, Secretary