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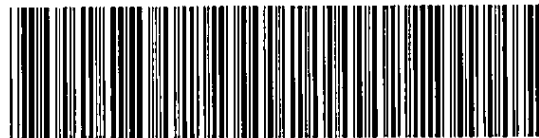
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TALLAHASSEE, FL

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 27, 2018

CLAUDE MUELLER  
COLODNY FASS, PLLC  
119 EAST PARK AVE  
TALLAHASSEE, FL 32301

SUBJECT: UNITED AUTOMOBILE INSURANCE COMPANY  
Ref. Number: J85368

We have received your document and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

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ON THE SIGNATURE PAGE, THE DATE THE DOCUMENT WAS SIGNED IS INCOMPLETE.

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) 245-6050.

Susan Tallent  
Regulatory Specialist II

Letter Number: 418A00024137

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## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** United Automobile Insurance Company  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Claude Mueller

Contact Person

Colodny Fass, PLLC

Firm/Company

119 East Park Ave

Address

Tallahassee, FL 32301

City/State and Zip Code

cmueller@colodnyfass.com

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

For further information concerning this matter, please call:

Claude Mueller

At ( 850 ) 577-0398

Name of Contact Person

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**

**OF**

**ARGUS FIRE & CASUALTY INSURANCE COMPANY**  
(a Florida corporation)

**WITH AND INTO**

**UNITED AUTOMOBILE INSURANCE COMPANY**  
(a Florida corporation)

2018 NOV 26 PM 4:57  
SECRETARY OF STATE  
TALLAHASSEE, FL

**FILED**

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Pursuant to Section 607.1105  
of the Florida Business Corporation Act

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Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I**

**Name and Jurisdiction of the Surviving Corporation**

The name and state of incorporation of the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
United Automobile Insurance Company	Florida	J85368

**ARTICLE II**

**Name and Jurisdiction of the Merging Corporation**

The name and state of incorporation of the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Argus Fire & Casualty Insurance Company	Florida	P94000072506

**ARTICLE III**

**Plan of Merger**

The Agreement and Plan of Merger providing for the merger of Argus Fire & Casualty Insurance Company ("Subsidiary") with and into United Automobile Insurance

Company ("Parent"), pursuant to Section 607.1104 of the FBCA, is attached hereto as Exhibit A (the "Agreement and Plan of Merger").

In accordance with Section 607.1104(1)(a) of the FBCA, and as set forth in the Agreement and Plan of Merger, Parent owns 100 percent of the outstanding shares of common stock of Subsidiary prior to the merger.

As set forth in Section 1.4 of the Agreement and Plan of Merger, the Articles of Incorporation of Parent shall be the Articles of Incorporation of the surviving corporation.

Pursuant to Section 607.1104(1)(b)1. of the FBCA, the Agreement and Plan of Merger sets forth the names of the parent and subsidiary corporations.

Pursuant to Section 607.1104(1)(b)2. of the FBCA, Article 2 of the Agreement and Plan of Merger sets forth the manner and basis of cancelling the shares of Subsidiary.

Pursuant to Section 607.1104(1)(b)3. of the FBCA, since the merger is between a parent and wholly owned subsidiary corporation and Parent is the surviving corporation, the Agreement and Plan of Merger need not set forth a provision for the pro rata issuance of shares of Subsidiary to the holders of the shares of Parent upon surrender of any certificates therefor.

Pursuant to Section 607.1104(1)(b)4. of the FBCA, since the Parent owns one hundred percent (100%) of the shares of the Subsidiary, the Agreement and Plan of Merger need not set forth a clear and concise statement that shareholders of Subsidiary who, except for the applicability of Section 607.1104, would be entitled to vote and who dissent from the merger pursuant to Section 607.1321, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares.

Section 607.1104(2) and (3) of the FBCA are not applicable to this merger since the Parent owns one hundred percent (100%) of the shares of the Subsidiary. Notwithstanding the foregoing sentence, Parent has waived the mailing requirements contemplated by Section 607.1104 (2) and (3) of the FBCA.

#### **ARTICLE IV**

##### **Effective Date of the Merger**

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

#### **ARTICLE V**

##### **Adoption of the Merger by the Surviving Corporation**

The Board of Directors and sole shareholder of Parent, reviewed, considered, and on September 17, 2018, pursuant to a joint unanimous written consent of the Board of

Directors and sole shareholder duly adopted the Agreement and Plan of Merger in accordance with Sections 607.0821(1) and 607.0704(1) of the FBCA.

#### **ARTICLE VI**

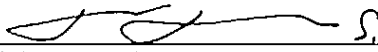
##### **Adoption of the Merger by the Merging Corporation**

The Board of Directors of Subsidiary, reviewed, considered, and on September 17, 2018, pursuant to a unanimous written consent of the Board of Directors duly adopted the Agreement and Plan of Merger in accordance with Section 607.0821(1) of the FBCA. Pursuant to Section 607.1104 (1) (a) of the FBCA, shareholder approval was not required because (1) Subsidiary is owned 100 percent by Parent and (2) the Articles of Incorporation of Parent have not been amended.


[Signatures on Next Page]

**IN WITNESS WHEREOF**, the undersigned duly authorized officers of the constituent corporations have caused these Articles of Merger to be executed this 1st day of October 2018.

**UNITED AUTOMOBILE INSURANCE  
COMPANY**

By \_\_\_\_\_  
Richard Parrillo, Sr.  
President

**ARGUS FIRE & CASUALTY  
INSURANCE COMPANY**

By \_\_\_\_\_  
Richard Parrillo, Sr.  
President

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**ARGUS FIRE & CASUALTY INSURANCE COMPANY**  
**WITH AND INTO**  
**UNITED AUTOMOBILE INSURANCE COMPANY**

This Agreement and Plan of Merger (this "Agreement"), is dated as of September 17, 2018, by and among United Automobile Insurance Company, a Florida corporation ("Parent"), and Argus Fire & Casualty Insurance Company, a Florida corporation ("Subsidiary").

**RECITALS**

**WHEREAS**, Parent is a corporation organized and existing under the laws of the State of Florida;

**WHEREAS**, Subsidiary is a corporation organized and existing under the laws of the State of Florida and is a wholly-owned subsidiary of Parent;

**WHEREAS**, Parent and its board of directors duly approved and adopted this Agreement and the proposed merger of Subsidiary with and into Parent pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "Florida Act"), including Section 607.1104 of the Florida Act;

**WHEREAS**, pursuant to the merger of Subsidiary with and into Parent all of the issued and outstanding 5,000,000 shares of Subsidiary capital stock ("Subsidiary Capital Stock") shall be cancelled;

**WHEREAS**, as a result of consummation of the Merger, (a) the separate existence of Subsidiary will cease, and (b) Parent will be the surviving corporation;

**WHEREAS**, the Merger is subject to satisfaction of certain conditions, including approval of the Florida Office of Insurance Regulation ("OIR").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Agreement and representations, warranties, covenants, agreements, conditions and promises contained herein, the parties hereby agree as follows:



## ARTICLE 1

### GENERAL

**1.1     The Merger.** In accordance with the provisions of this Agreement and the applicable provisions of the Florida Act, including Section 607.1104 of the Florida Act, Subsidiary shall be merged with and into Parent.

**1.2     The Effective Time of Merger.** The Merger shall become effective (the "Effective Time") upon acceptance for filing of the Articles of Merger (as defined in section 4.2 by the Secretary of State of the State of Florida.

**1.3     Effect of Merger.** At the Effective Time, (a) the separate existence of Subsidiary shall cease, (b) Subsidiary shall be merged with and into Parent, (c) Parent shall be the surviving corporation (the "Surviving Corporation"), (d) the Surviving Corporation shall possess all the rights, privileges and powers of Subsidiary, (e) the title to all real estate and other property, or any interest therein, owned by Subsidiary shall be vested in the Surviving Corporation without reversion or impairment, (f) the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of Subsidiary, (g) any claim existing or action or proceeding pending by or against Subsidiary may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for Subsidiary, and (h) neither the right of creditors nor any liens upon the property of Subsidiary shall be impaired by the Merger, all as provided in Section 607.1106 of the Florida Act.

**1.4     Organizational Documents, Directors and Officers of the Surviving Corporation.** From and after the Effective Time, (a) the Articles of Incorporation of Parent (the "Parent Articles of Incorporation"), unless and until altered, amended or repealed as provided in the Florida Act shall be the Articles of Incorporation of the Surviving Corporation; (b) the bylaws of Parent (the "Parent Bylaws"), unless and until altered, amended or repealed as provided in the Florida Act and the Parent Articles of Incorporation, shall be the bylaws of the Surviving Corporation, (c) the directors of Parent shall be the directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the Florida Act, the Parent Articles of Incorporation and the Parent Bylaws, and (d) the officers of Parent shall be the officers of the Surviving Corporation, unless and until removed, or until their terms of office shall have expired, in accordance with the Florida Act and the Parent Bylaws.

**1.5     Taking of Necessary Action.** Prior to the Effective Time, the parties hereto shall exercise reasonable best efforts to do or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this Agreement and the Florida Act.

**1.6 Tax-Free Reorganization.** For Federal income tax purposes, the parties intend that the Merger be treated as a tax-free liquidation of Subsidiary into Parent under Section 332 of the Internal Revenue Code of 1986, as amended (the "Code") and/or qualify as a reorganization under the provisions of Section 368(a) of the Code and the United States Treasury Regulations promulgated thereunder, for which this Agreement is to be adopted as a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g). The parties shall not take a position on any tax return inconsistent with this Section 1.6, unless otherwise required by a taxing authority.

**1.7 Closing.** Subject to the provisions of Article 5, the closing of the Merger (the "Closing") will take place as soon as reasonably practicable after the satisfaction of all conditions set forth in Section 4.1. The Closing shall take place at the offices of Parent, unless another place is agreed to by the parties. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or day on which banks are required or permitted to close in the State of Florida.

## **ARTICLE 2**

### **CONVERSION, CERTIFICATES AND PLANS**

**2.1 Total Consideration.** No cash consideration will be paid in connection with the Merger.

**2.2 Effect on Capital Stock.** As a result of the Merger:

- (a) Each share of Parent capital stock directly held by its sole shareholder prior to the Merger shall remain issued and outstanding following the Merger.
- (b) Each share of Subsidiary Capital Stock that is owned by Parent shall be cancelled.

**2.3 Subsidiary Options; Other Securities.** At the Effective Time, each and any of Subsidiary's then outstanding employee, director, and consultant stock options issued under any Parent option plan or otherwise (if any), in each case which have not been terminated, exercised or otherwise converted as of the Effective Time, by virtue of the Merger, shall be terminated and shall no longer be exercisable.

## **ARTICLE 3**

### **REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of Parent.** Parent represents and warrants to Subsidiary as follows:

- (a) **Organization; Good Standing; Qualification and Power.** Parent (i) is a corporation duly organized, validly existing and is in good standing in the State of

Florida, (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder, and to consummate the Merger, and (iii) is duly qualified and is good standing to do business in those jurisdictions in which the failure to be so qualified and in good standing could reasonably be expected to have a Parent Material Adverse Effect. As used herein, "Parent Material Adverse Effect" shall mean a material adverse effect on the business, condition (financial or otherwise), assets, properties, operations, results of operations, prospects, affairs or liabilities of Parent.

(b) **Authority.** The execution, delivery and performance by Parent of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Parent; and this Agreement has been duly and validly executed and delivered by Parent, and this Agreement is the valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

**3.2 Representations and Warranties of Subsidiary.** Subsidiary represents and warrants to Parent as follows:

(a) **Organization; Good Standing; Qualification and Power.** Subsidiary (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and (ii) has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligation hereunder and to consummate the transactions contemplated hereby.

(b) **Capital Stock; Securities.** The authorized capital stock of Subsidiary consists of 5,000,000 shares of Subsidiary Capital Stock with a par value of one dollar (\$1), of which 5,000,000 shares are issued and outstanding. All of the issued and outstanding shares of Subsidiary Capital Stock are owned by the Parent. All outstanding shares of Subsidiary Capital Stock are validly issued and outstanding, fully paid and non-assessable and not subject to preemptive rights. There are no options, warrants, rights, calls, convertible debt instruments, commitments or agreements of any character to which Subsidiary is a party, or by which Subsidiary is bound, calling for the issuance of shares of capital stock or other securities of Subsidiary.

(c) **Authority.** The execution, delivery and performance by Subsidiary of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all the necessary corporate action on the part on Subsidiary. This Agreement is a valid and binding obligation of Subsidiary, enforceable against Subsidiary in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, or other similar laws

affecting the enforcement of creditors' rights generally and by principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

## ARTICLE 4

### CLOSING CONDITIONS; CLOSING DELIVERABLES AND CONDITIONS

**4.1 Conditions to Closing.** The respective obligations of each party to perform this Agreement and consummate the Merger and the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions, unless waived by the parties pursuant to Section 5.8 of this Agreement:

(a) **Authorization of the Merger.** All action necessary to authorize the execution, delivery and performance of this Agreement, the Articles of Merger (as defined below) and the consummation of the Merger and the other transactions contemplated hereby shall have been duly and validly taken, and not withdrawn, by the boards of directors of each of Parent and Subsidiary.

(b) **Approvals.** All authorizations, consents, orders or approvals of, or declarations or filing with or expiration of waiting periods imposed by any governmental authority, including any required by the OIR, necessary for the consummation of the transactions contemplated hereby shall have been obtained or made or shall have occurred.

(c) **No Legal Action.** No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Merger shall have been issued by any Federal or state court other governmental authority and remain in effect.

(d) **Representations and Warranties.** All representations and warranties shall be true and correct in all material respects as of the date of Closing.

**4.2 Closing Deliverables and Actions.** At or prior to the Closing, Articles of Merger, satisfying all of the requirements of the Florida Act, attaching this Agreement and in form and substance reasonably satisfactory to all parties hereto (the "Articles of Merger"), shall have been executed and delivered by both Parent and Subsidiary and filed with and accepted for filing by the Secretary of State of the State of Florida. At the Closing, all of the actions contemplated in Article 2 of this Agreement shall be taken.

## ARTICLE 5

### MISCELLANEOUS

**5.1 Entire Agreement.** This Agreement and the other writing referred to herein contain the entire agreement among the parties hereto with respect to the

transactions contemplated hereby and supersede all prior agreements or understandings, written or oral among the parties with respect thereto.

**5.2 Descriptive Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**5.3 Notices.** All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested or by facsimile, with confirmation. All such notices or communications shall be deemed to be received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next Business Day after the date when sent, (c) in the case of facsimile transmission, upon confirmed receipt, and (d) in the case of mailing, on the date set forth on the recipients' execution of the return receipt.

**5.4 Counterparts.** This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

**5.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**5.6 Benefits of Agreement.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permits assigns. This Agreement shall not be assignable by any party hereto without the consent of the other parties hereto.

**5.7 Pronouns.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

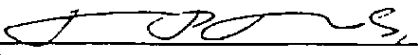
**5.8 Amendment, Modification and Waiver.** This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed by the parties; provided, however, that any party to this Agreement may waive in writing any obligation owed to it by any other party under this Agreement. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**5.9 No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.


**[Remainder of page intentionally left blank. Signature on following page]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf as of the date set forth above.

UNITED AUTOMOBILE INSURANCE  
COMPANY

By   
Richard P. Parrillo, Sr.  
President

ARGUS FIRE & CASUALTY  
INSURANCE COMPANY

By   
Richard P. Parrillo, Sr.  
President