

m09000003242

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

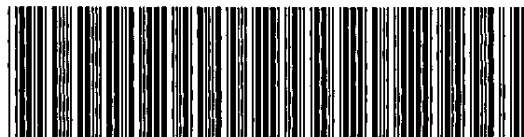
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK

JUL 12 2012

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: CIG SC, LLC
(Name of Foreign Limited Liability Company)

Dear Sir or Madam:

The enclosed withdrawal and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Todd R. Tyler
(Name of Person)

CIG
(Firm/Company)

7515 Northside Dr, Ste. 150
(Address)

North Charleston SC 29420
(City/State and Zip Code)

For further information concerning this matter, please call:

Sandra Griffin at (843) 572-4567
(Name of Person) (Area Code & Daytime Telephone Number)

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TALLAHASSEE, FLORIDA

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STREET/COURIER ADDRESS:

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

MAILING ADDRESS:

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

Enclosed is a check for the following amount:

☒ \$25 Filing Fee

☐ \$30 Filing Fee &
Certificate of Status

☐ \$55 Filing Fee &
Certified Copy

☐ \$60 Filing Fee,
Certificate of Status &
Certified Copy

Check is already in Tallahassee, FL

Document # M09000003242

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR
WITHDRAWAL OF AUTHORITY TO TRANSACT BUSINESS IN
FLORIDA**

CIG SC, LLC

(Name of limited liability company)

South Carolina LLC

(Jurisdiction of its organization)

MO9000003242

(Florida Document Number)

This limited liability company is no longer transacting business in Florida and surrenders its authority to transact business in this state.

This limited liability company revokes the authority of its registered agent to accept service on its behalf and appoints the Department of State as its agent for service of process based on a cause of action arising during the time it was authorized to transact business in Florida.

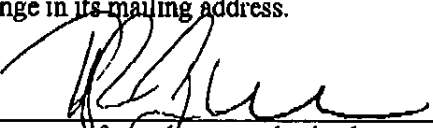
7515 Northside Dr. Ste 150

(Mailing address)

N. Charleston, SC 29420

(City/State/Zip)

The limited liability company agrees to notify the Department of State in the future of any change in its mailing address.


(Signature of member or authorized representative of a member)

Todd R. Tyler
(Typed or printed name of signee)

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TALLAHASSEE, FLORIDA

Filing Fee: \$25.00

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 1, 2010 (the "Closing Date") and effective as of July 1, 2010 (the "Effective Date"), is among BROWN & BROWN OF SOUTH CAROLINA, INC., a South Carolina corporation ("Buyer"); COMMONWEALTH INSURANCE GROUP LLC, a South Carolina limited liability company ("Seller"); and CHRISTOPHER C. COOK, a resident of the State of South Carolina ("Cook"), MATTHEW M. MOORE, a resident of the State of South Carolina ("Moore"), RKGL, INC., a South Carolina corporation ("RKGL") and together with Cook and Moore, each a "Member" and collectively, the "Members", and TODD R. TYLER, a resident of the State of South Carolina ("Tyler"). Seller, Tyler and the Members are each a "Seller Party" and collectively the "Seller Parties". Buyer and the Seller Parties are each a "Party" and collectively the "Parties."

BACKGROUND

Seller is engaged in the Insurance Business in the State of South Carolina and throughout the United States of America (the "Business"), and wishes to sell certain of its assets relating to such Business to Buyer. Buyer desires to acquire such assets upon the terms and conditions expressed in this Agreement (the "Acquisition"). The Members own all of the outstanding membership interests of Seller and are entering into this Agreement, the other Transaction Documents and the Contemplated Transactions to, among other things, provide certain non-competition, non-solicitation, indemnity and other assurances to Buyer as a material inducement for Buyer to enter into the Contemplated Transactions.

THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. THE ACQUISITION

Section 1.1 Covenants of Sale and Purchase of Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller in exchange for the consideration described in Section 1.4, free and clear of any Encumbrance (except for Permitted Encumbrances), all of Seller's right, title and interest in and to all of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located (but excluding the Excluded Assets), including the following (collectively, the "Acquired Assets"): FILED
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ALABAMA

(a) **Current Book of Business.** The Current Book of Business, including the current, in-force Client Accounts of Seller as of the Closing Date (each an "Acquired Account"). Schedule 1.1(a) sets forth (i) a complete and correct list of each Acquired Account and the Insurance Business in place for each Acquired Account as of June 30, 2010, including the policy type, policy number, policy expiration date, annual Premiums and annual Commissions of such Insurance Business for each Acquired Account for the twelve (12)-month period ended June 30, 2010, and (ii) the Core Revenue received by Seller from each of its appointing Carriers in the twelve (12)-month period ended June 30, 2010;

(b) **Tangible Personal Property.** All Tangible Personal Property, including those items described in Schedule 1.1(b) hereto. Schedule 1.1(b) also sets forth the respective value of each described item of Tangible Personal Property and the aggregate value of such items;

(c) **Seller Contracts.** All Seller Contracts, including those listed in Schedule 3.7(a), and all outstanding offers or solicitations made by or to Seller to enter into any Seller Contract, but excluding the Excluded Contracts;

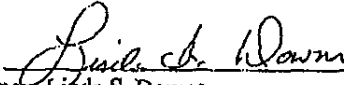
(d) **Governmental Authorizations.** All Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer;

FINAL EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have signed or caused this Asset Purchase Agreement to be signed by their duly authorized respective officers as of the date first written above.

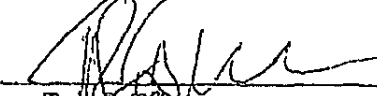
BUYER:

BROWN & BROWN OF SOUTH CAROLINA, INC.

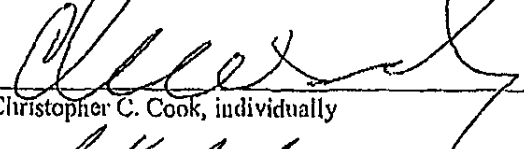
By: 
Name: Linda S. Downs
Title: President

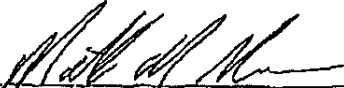
SELLER:

COMMONWEALTH INSURANCE GROUP LLC


By: 
Name: Todd R. Tyler
Title: President and Manager

MEMBERS:

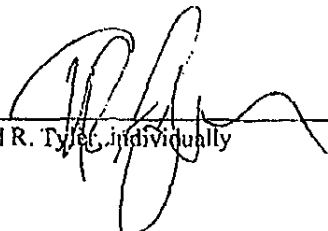

Christopher C. Cook, individually


Matthew M. Moore, individually

RKGL, INC.

By: 
Name: Todd R. Tyler
Title: President

TYLER:


Todd R. Tyler, individually

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 11, 2012

TODD R. TYLER
BROWN & BROWN OF SC
7515 NORTHSIDE DRIVE, SUITE 150
NORTH CHARLESTON, SC 29420

SUBJECT: COMMONWEALTH INSURANCE GROUP, LLC
Ref. Number: L08000098745

We have received your document for COMMONWEALTH INSURANCE GROUP, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The entity's date of incorporation/organization must be listed in the document.

The date the dissolution was approved must be specific and cannot be a date after the date of filing. Our office received your document for filing on June 8, 2012.

A statement that all debts, obligations, and liabilities of the limited liability company have been paid or discharged or that adequate provision has been made therefore pursuant to section 608.4421, Florida Statutes, must be contained in the document.

A statement that there are no suits pending against the company in any court or that adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit must be contained in 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) 245-6051.

Barbara Bostick
Regulatory Specialist II

Letter Number: 412A00016404