

PD7000103987

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

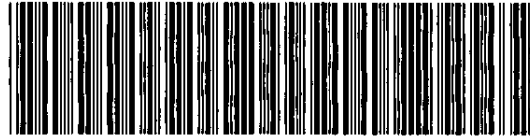
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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05/20/15--01019--012 **35.00

05/04/15--01003--002 **43.75

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15 MAY 14 PM 12:44

C.L.
5-21-15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 8, 2015

SMITH MACKINNON, P.A. / ATTN: JOHN P. GREELEY
PO BOX 2254
ORLANDO, FL 32802-2254 US

SUBJECT: SEASIDE INSURANCE, INC.
Ref. Number: P07000103987

We have received your document for SEASIDE INSURANCE, INC. and check(s) totaling \$43.75. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

Letter Number: 415A00009701

SMITH MACKINNON, P.A.
ATTORNEYS AT LAW

SUITE 1200
CITRUS CENTER
255 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801

POST OFFICE BOX 2254
ORLANDO, FLORIDA 32802-2254

TELEPHONE: (407) 843-7300
FACSIMILE: (407) 843-2448
EMAIL: JPG7300@AOL.COM

JOHN P. GREELEY

April 30, 2015

Via Federal Express

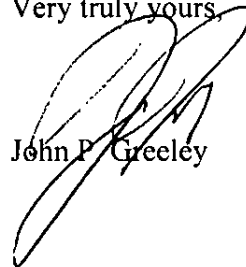
Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Articles of Merger

Dear Madam / Sir:

Enclosed are two copies of Articles of Merger between The Vaughn Group, Inc. and Seaside Insurance, Inc., accompanied by a check in the amount of \$43.75 for the filing fees. I would appreciate it if you could have these Articles of Merger filed at your earliest convenience and send to me a certified copy. If you have any questions regarding the foregoing, please let me know at your convenience. Thank you for your assistance.

Very truly yours,



John P. Greeley

JPG:br

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

15 MAY 14 PM 12:45

ARTICLES OF MERGER
OF
THE VAUGHN GROUP, INC.
INTO
SEASIDE INSURANCE, INC.

394146

P07000103987

The Vaughn Group, Inc. and Seaside Insurance, Inc. do hereby adopt the following Articles of Merger:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are The Vaughn Group, Inc. and Seaside Insurance, Inc.. The surviving corporation in the Merger is Seaside Insurance, Inc., which shall continue to conduct its business following effectiveness of the Merger under the name "Seaside Insurance, Inc."

SECOND: The Plan of Merger is set forth in the Merger Agreement dated April 2, 2015, by and among Seaside Insurance, Inc. and The Vaughn Group, Inc. A copy of the Plan of Merger is attached hereto and made a part hereof by reference as if fully set forth herein.

THIRD: The Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State.

FOURTH: The Merger Agreement was adopted by the sole shareholder of The Vaughn Group, Inc. on April 2, 2015 and by the sole shareholder of Seaside Insurance, Inc. on April 2, 2015.

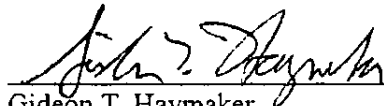
FIFTH: The Articles of Incorporation of Seaside Insurance, Inc. shall serve as the Articles of Incorporation of the surviving corporation, until amended thereafter in accordance with applicable law.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed effective as of April 20, 2015.

THE VAUGHN GROUP, INC.

SEASIDE INSURANCE, INC.

By:



Gideon T. Haymaker
President and Chief Executive Officer

By:



Stuart Scott
Chief Executive Officer

SUBSIDIARY MERGER AGREEMENT

THIS SUBSIDIARY MERGER AGREEMENT ("Agreement"), is dated as of April 2, 2015, and is by and between The Vaughn Group, Inc. ("TVG"), a Florida corporation, and Seaside Insurance, Inc., a Florida corporation ("Seaside Insurance, Inc.")

WHEREAS, Seaside Insurance, Inc. and TVG desire to enter into this Agreement to provide for the merger of TVG with and into Seaside Insurance, Inc. (the "Merger").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Merger.* Subject to the terms and conditions hereafter set forth, TVG shall merge with and into Seaside Insurance, Inc., in accordance with the applicable provisions of the Florida Business Corporation Act (the "Act"), with Seaside Insurance, Inc. surviving such merger.

2. *Name.* The name of the surviving corporation (the "Surviving Corporation" when reference is made to it after the Effective Time (hereinafter defined)) shall be "Seaside Insurance, Inc."

3. *Articles of Incorporation; Bylaws.* The Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of Seaside Insurance, Inc. in effect at the Effective Time.

4. *Board of Directors; Officers.* The Board of Directors of Seaside Insurance, Inc. at the Effective Time shall serve as the Board of Directors of the Surviving Corporation until their successors are duly elected and qualified. The officers of Seaside Insurance, Inc. at the Effective Time shall serve as the officers of the Surviving Corporation until their successors are duly appointed by the Board of Directors.

5. *Effect of the Merger.* At the Effective Time, the separate corporate existence of TVG shall cease and Seaside Insurance, Inc. as the Surviving Corporation shall succeed to and possess all of the properties, rights, powers, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the TVG, and shall be subject to, and be responsible for, all debts, liabilities, and obligations of the TVG, all without further act or deed, and in accordance with the applicable provisions of the Florida Act and the Act.

6. *Effective Time.* The Merger shall become effective at the date and time set forth in the Articles of Merger relating to the TVG Merger (the "Effective Time").

7. *Conversion of Shares.* At the Effective Time, each share of the common stock, of TVG issued and outstanding as of the Effective Time shall be cancelled and extinguished. No shares of the common stock of Seaside Insurance, Inc. shall be issued in exchange for the outstanding shares of TVG. The merger of TVG with and into Seaside Insurance, Inc. shall have no effect upon the shares of the common stock of Seaside Insurance, Inc. issued and outstanding as of the Effective Time, each of which shall continue to represent one share of the common stock of Seaside Insurance, Inc.