

PO7000103987

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

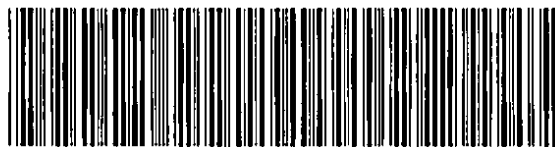
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700377496897

FILED
2021 DEC 22 AM 11:44
CLERK OF STATE
TALLAHASSEE, FL

RECEIVED
2021 DEC 22 PM 2:45
TALLAHASSEE, FL

Y SULKER

DEC 27 2021

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 12/22/2021

Acc#I20160000072

mic SW

Name:	Seaside Insurance, Inc.
Document #:	
Order #:	14028055

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
Certified Copy of	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>
	Plain: <input type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 43.75

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Seaside Insurance, Inc.
Name of Corporation

DOCUMENT NUMBER: P07000103987

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

Please return all correspondence concerning this matter to the following:

Camille Duerr, Paralegal

Name of Contact Person

Jones Day

Firm/Company

1221 Peachtree Street, NE, Suite 400

Address

Atlanta, GA 30361

City/State and Zip Code

melinda_davislux@ucbi.com

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

For further information concerning this matter, please call:

Camille Duerr at (404) 581-8542
Name of Contact Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$35.00 Filing Fee ☐ \$43.75 Filing Fee & Certificate of Status
☒ \$43.75 Filing Fee & Certified Copy ☐ \$52.50 Filing Fee, Certificate of Status & Certified Copy

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ARTICLES OF CORRECTION

For

Seaside Insurance, Inc.

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

P07000103987

Document Number (if known)

Pursuant to the provisions of Section 617.0124, Florida Statutes, this corporation files these Articles of Correction within 30 days of the file date of the document being corrected.

These articles of correction correct Articles of Merger
(Document Type Being Corrected)

filed with the Department of State on 12/17/2021
(File Date of Document)

Specify the inaccuracy, incorrect statement, or defect:

The Articles of Merger filed on December 17, 2021 and effective January 1, 2022 did not include the Agreement and Plan of Merger for the merger of FinTrust Capital Benefit Group, LLC into Seaside Insurance, Inc., with Seaside Insurance, Inc. as the surviving entity. The Agreement and Plan of Merger indicates that Seaside Insurance, Inc. will change its name to: FinTrust Insurance & Benefits, Inc.

Correct the inaccuracy, incorrect statement, or defect:

As a result of the merger described in the Articles of Merger, filed December 17, 2021 and effective January 1, 2022, Seaside Insurance, Inc. will change its name to FinTrust Insurance & Benefits, Inc., pursuant to the attached Agreement and Plan of Merger.

FILED
2021 DEC 17 PM 11:44
STATE
OFFICE, FL

Melinda Davis Lux

(Signature of a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of the receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Melinda Davis Lux

(Typed or printed name of person signing)

VP & Corporate Secretary

(Title of person signing)

Filing Fee: \$35.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated December 17, 2021, is by and between FinTrust Capital Benefit Group, LLC, a Georgia limited liability company ("FinTrust Benefit"), and Seaside Insurance, Inc., a Florida corporation ("Seaside Insurance") and provides for the merger (the "Merger") of FinTrust Benefit with and into Seaside Insurance with Seaside Insurance as the surviving corporation (the "Surviving Corporation"). Each of FinTrust Benefit and Seaside Insurance are a "Party" to this Agreement.

WHEREAS, the Parties have determined that the Merger is desirable and in their respective best interests:

WHEREAS, Seaside Insurance's board of directors has duly adopted and approved the execution and performance of this Agreement and the Merger, and Seaside Insurance's sole shareholder unanimously has approved this Agreement and the Merger, all in accordance with the Florida Business Corporation Act;

WHEREAS, FinTrust Capital Partners, LLC, as the sole member of FinTrust Benefit, unanimously has adopted and approved the execution and performance of this Agreement and the Merger in accordance with the Georgia Limited Liability Company Act; and

WHEREAS, each Party is an indirect, wholly owned subsidiary of United Community Banks, Inc. ("UCBI").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein, the Parties, intending to be legally bound, hereby prescribe the terms and conditions of the Merger and the manner of effecting the Merger as follows:

1. Merger. Pursuant to and with the effect provided in the Georgia Limited Liability Company Act Sections 14-11-901 through 14-11-905 and the Florida Business Corporation Act, Sections 607.1101, 607.1103, 607.1105 and 607.1106, at the Effective Time, FinTrust Benefit will be merged with and into Seaside Insurance, the separate limited liability company existence of FinTrust Benefit will cease and Seaside Insurance shall continue as the Surviving Corporation.

(a) At the Effective Time, all assets, rights, privileges, immunities, franchises and interests of FinTrust Benefit, and all property (real, personal and mixed), debts due on whatever account, and all other choses in action shall be vested in the Surviving Corporation by virtue of the Merger without any further act or deed or other instrument of transfer, and without any other action on the part of any court or otherwise and without any transfer or assignment having occurred. The Surviving Corporation shall hold and enjoy all assets, rights, privileges, immunities, franchises and interests, and all property (real, personal and mixed), debts due on whatever account, and choses in action in the manner and to the same extent as held or enjoyed by FinTrust Benefit immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving Corporation shall be responsible and liable for all liabilities and obligations of FinTrust Benefit, and all debts, liabilities, obligations and contracts of FinTrust Benefit, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against in the balance sheet, books of account or records of FinTrust Benefit, shall be those of the Surviving Corporation, and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and liens on property of FinTrust Benefit shall be preserved unimpaired.

2. Articles of Incorporation, etc. The Surviving Corporation's Articles of Incorporation and By-Laws are not amended or changed by the Merger, except for the change of the Surviving Corporation's name as provided in Section 3.

3. Surviving Corporation Name. The name of Seaside Insurance as the Surviving Corporation is amended hereby to be:

FinTrust Insurance & Benefits, Inc.

4. Effective Time. As soon as practicable following the execution of this Agreement, Surviving Company will file duly executed articles of merger ("Articles of Merger") with (i) the Florida Department of State, Division of Corporations and (ii) the Georgia Secretary of State. The Merger will be effective on the date and time specified by Seaside Insurance (the "Effective Time").

5. Cancellation of Limited Liability Company Interests. At the Effective Time, automatically and without any action of the part of any Party hereto, all of the issued and outstanding limited liability company interests of FinTrust Benefit will automatically be cancelled and will cease to exist.

6. Miscellaneous.

(a) Further Assurances. FinTrust Benefit will from time to time, upon request, take such actions, and execute and deliver such deeds, documents, agreements and instruments and assurances, as are appropriate, necessary or expedient to complete the Merger and to vest or perfect in the Surviving Corporation all rights and interest in and to all properties, interests, assets, rights, privileges, immunities, powers, franchises and authority of FinTrust Benefit. For these purposes, the Surviving Corporation's officers and directors are hereby authorized in the name and on behalf of FinTrust Benefit or otherwise to take any and all such actions and to execute and deliver any and all such agreements, instruments, documents and assurances necessary, appropriate or expedient to the foregoing.

(b) Amendment. This Agreement may only be amended by a written instrument executed by the Parties hereto. This Agreement or any of its terms may be amended, supplemented, modified or interpreted at any time by the Parties without shareholder or member action or approval.

(c) Termination. At any time before the Effective Time, this Plan of Merger may be terminated and may be abandoned by written agreement of the Parties.

(d) Counterparts. This Agreement may be executed in multiple original or .pdf counterparts, each of which shall be an original, and all of which taken together will be considered one and the same agreement.

(e) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, a duly authorized officer of each of the Parties has caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**FINTRUST CAPITAL BENEFIT GROUP,
LLC**

**By: FinTrust Capital Partners, LLC its Sole
Member**

**By: United Community Banks, Inc. its Sole
Member**

By: Melinda Davis Lux

Name: Melinda Davis Lux

Title: Executive Vice President &
Secretary

SEASIDE INSURANCE, INC.

By: Melinda Davis Lux

Name: Melinda Davis Lux

Title: Vice President and Corporate
Secretary