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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
13 MAR 19 PM 2:22

Merger
[Signature]
3/27/13

Coleman | Talley

ATTORNEYS

VALDOSTA | ATLANTA

A Limited Liability Partnership

colemantalley.com

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Valdosta, GA 31601
Phone (229) 242-7562
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Member of the:
The Florida Bar
State Bar of Georgia

Richard L. Coleman

Direct (229) 671-8218
richard.coleman@colemantalley.com

March 18, 2013

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

VIA FEDERAL EXPRESS

Re: Octahatchee Club, Incorporated

Dear Sir/Madam:

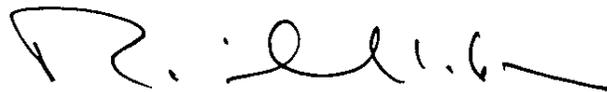
Octahatchee Club, Incorporated, a Georgia corporation, (the "Merging Entity") is merging into Octahatchee Club, Incorporated, a Florida corporation (the "Surviving Entity"). In this regard, please find enclosed the following:

1. An original and two (2) copies of Articles of Merger for the Surviving Entity and the Merging Entity.
2. Our firm's check in the amount of \$78.75 for the costs associated with the filing of these documents and the issuance of a certified copy of same; and
3. A self-addressed pre-paid federal express mailer envelope.

Once the Articles of Merger have been accepted for filing by your office, please return to our office, in the enclosed pre-paid federal express mailer envelope, a certified copy of same.

If you have any questions or comments, please do not hesitate to contact my paralegal, Kim Carter at (229) 671-8263 or me at the telephone number listed above.

Sincerely,



Richard L. Coleman

RLC/koc
Enclosures

ARTICLES OF MERGER OF
OCTAHATCHEE CLUB, INCORPORATED
and
OCTAHATCHEE CLUB

13 MAR 21 PM 3:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes Annotated § 607.1105 and Section 14-2-1105 of the Official Code of Georgia Annotated, the undersigned corporations, OCTAHATCHEE CLUB, INCORPORATED, a Florida corporation ("Surviving"), and OCTAHATCHEE CLUB, a Georgia corporation ("Merging"), adopt the following Articles of Merger for the purpose of merging Merging into Surviving effective January 1, 2013:

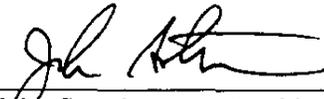
1. The surviving corporation is OCTAHATCHEE CLUB, INCORPORATED, a Florida corporation.
2. The name and jurisdiction of incorporation or formation of each of the merging entities are as follows:

OCTAHATCHEE CLUB, INCORPORATED, a Florida corporation
(Document Number N13000002491)

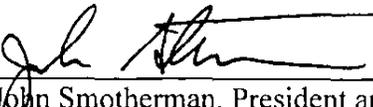
OCTAHATCHEE CLUB, INCORPORATED, a Georgia corporation
(Control Number 0F01313)
3. The Plan of Merger is attached.
4. The effective date and time of the merger shall be January 1, 2013.
5. The Plan of Merger was adopted by the shareholders and board of directions of Surviving by unanimous consent at the annual meeting of the shareholders on March 5, 2013.
6. The Plan of Merger was adopted by the shareholders of Merging by unanimous consent at the annual meeting of the shareholders and board of directors on March 5, 2013.
7. The laws of the State of Georgia, the jurisdiction of organization of Merging, permit the merger contemplated by the Plan of Merger, and the laws of the State of Georgia on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Georgia, will have been complied with, including the request for publication of a notice of filing the Articles of Merger and payment therefor as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute these Articles of Merger this 5th day of March, 2013.

OCTAHATCHEE CLUB, INCORPORATED
a Florida corporation

By: 
John Smotherman, President and
Chairman of the Board

OCTAHATCHEE CLUB
a Georgia corporation

By: 
John Smotherman, President and
Chairman of the Board

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 5th-day of March, 2013 by and among OCTAHATCHEE CLUB, INCORPORATED, a Florida corporation ("Surviving"), and OCTAHATCHEE CLUB, a Georgia corporation ("Merging").

ARTICLE 1. PLAN OF MERGER

1.01. **Plan Adopted.** A plan of merger of Merging and Surviving, pursuant to Section 607.1101 of the Florida Statutes *and* Section 14-2-1101 of the Official Code of Georgia Annotated *and* Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (a) Merging shall be merged with and into Surviving, to exist and be governed by the laws of the State of Florida.
- (b) The name of Surviving shall be OCTAHATCHEE CLUB, INCORPORATED, a Florida corporation.
- (c) When this Agreement shall become effective, the separate corporate existence of Merging shall cease, and the Surviving shall succeed, without other transfer, to all the rights and property of Merging and shall be subject to all the debts and liabilities of Merging in the same manner as if Surviving had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) Surviving will carry on business with the assets of Merging, as well as with the assets of Surviving.
- (e) The shareholders of Merging will surrender all of their shares in the manner hereinafter set forth.
- (f) In exchange for the shares of Merging surrendered by its shareholders, Surviving will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of stock.
- (g) Each shareholder of Surviving shall receive a new share certificate in Merging.
- (h) The Articles of Incorporation of Surviving shall be in full force until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02. **Effective Date.** The effective date of the merger (the "Effective Date") shall be January 1, 2013.

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01. **Nonsurvivor.** As a material inducement to Surviving to execute this Agreement and perform its obligations under this Agreement, Merging represents and warrants to Surviving as follows:

- (a) Merging is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia, with corporate power and authority to own property and carry on its business as it is now being conducted. Merging is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (b) Merging has one class of authorized stock consisting of 53 shares.
- (c) All required federal, state, and local tax returns of Merging have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Merging has not been delinquent in the payment of any tax or assessment.

2.02. **Survivor.** As a material inducement to Merging to execute this Agreement and perform its obligations under this Agreement Surviving represents and warrants to Merging as follows:

- (a) Surviving is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (b) Surviving has one class of authorized stock consisting of 53 shares.

2.03. **Securities Law.** The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3.
COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01. **Interim Conduct of Business; Limitations.** Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Surviving, pending consummation of the merger, Merging shall not:

- (a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02. **Submission to Shareholders.** This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida and the State of Georgia for approval.

ARTICLE 4. MANNER OF CONVERTING SHARES

4.01. **Manner.** The holders of shares of Merging shall surrender their shares of Merging to the Secretary of Surviving promptly after the Effective Date, in exchange for shares of Surviving to which they are entitled under this Article 4.

4.02. **Basis.** The shareholders of Merging shall be entitled to receive shares of Surviving as follows:

Each share of stock of Merging issued and outstanding immediately prior to the Effective Date shall, without any action on the part of the holder thereof, be converted into the right to receive one share of stock of Surviving.

4.03. **Shares of Surviving.**

The outstanding 53 shares of stock of Surviving, each of no par value, shall remain outstanding as stock, each of no par value, of Surviving.

4.04. **Result of Conversion.** After converting Merging shares into Surviving shares, Surviving shall have authorized stock of 53 shares of stock, of which 53 shares will be validly issued and outstanding, and nonassessable.

ARTICLE 5. DIRECTORS, OFFICERS AND BYLAWS

5.01. **Directors and Officers of Survivor.**

(a) The present Board of Directors of Surviving shall continue to serve as the Board of Directors of Surviving until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of Surviving on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Surviving.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Surviving shall remain as officers of Surviving until the Board of Directors of Surviving shall determine otherwise. The Board of Directors of Surviving may elect or appoint additional officers as it deems necessary.

5.02. **Bylaws of Survivor.** The bylaws of Surviving shall continue in full force as the bylaws of Surviving until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 6.
INTERPRETATION AND ENFORCEMENT

6.01. **Further Assurances.** Merging agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments Merging further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges and powers, referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

6.02. **Entire Agreement; Counterparts.** This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

6.03. **Controlling Law.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Plan and Agreement of Merger this 5th day of Nov, 2013.

OCTAHATCHEE CLUB, INCORPORATED
a Florida corporation

By: 
John Smotherman, President and
Chairman of the Board

OCTAHATCHEE CLUB
a Georgia corporation

By: 
John Smotherman, President and
Chairman of the Board