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C.L.
12-9-14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Coastal Nursecare of Florida, Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Rees Sumerford

Contact Person

Gilbert, Harrell, Sumerford & Martin

Firm/Company

PO Box 190

Address

Brunswick, GA 31521

City/State and Zip Code

rsumerford@gilbertharrelllaw.com

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

For further information concerning this matter, please call:

Nicholas Lawton

Name of Contact Person

At (912)

265-6700

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
(Profit Corporations)

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The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Coastal Nursecare of Florida, Inc.</u>	<u>Florida</u>	<u>PD1000082401</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>LEMA & Assoc, Inc.</u>	<u>Georgia</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

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

OR 12 / 01 / 2014 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 11/26/2014.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 11/26/2014.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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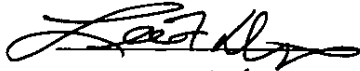
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

LEMA & Assoc., Inc.



Lee F. Davenport

Coastal Nursecare of Florida:



Lee F. Davenport

**AGREEMENT AND PLAN OF MERGER OF
LEMA & ASSOC., INC.
WITH AND INTO
COASTAL NURSECARE OF FLORIDA, INC.**

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This Agreement and Plan of Merger (the "Agreement") is dated November 26, 2014, by and between LEMA & ASSOC., INC., a Georgia corporation ("LEMA"), and COASTAL NURSECARE OF FLORIDA, INC., a Florida corporation ("Coastal Nursecare") (LEMA and Coastal Nursecare being sometimes collectively referred to in this Plan as the "Constituent Corporations").

Explanatory Statements

WHEREAS, LEMA is a corporation organized under the laws of the State of Georgia with its principal office located at 3216 Shrine Drive, Brunswick, Georgia 31520;

WHEREAS, LEMA has authorized capital stock consisting of: (i) ten thousand (10,000) shares of common stock, having par value of \$0.00 per share, ("Common Stock"), of which ten thousand (10,000) shares are issued and outstanding;

WHEREAS, Coastal Nursecare is a corporation organized under the laws of the State of Florida with its principal office located at 2160 Creighton Road, Pensacola, Florida 32504;

WHEREAS, Coastal Nursecare has authorized capital stock consisting of: (i) one thousand (1,000) shares of common stock, having par value of \$1.00 per share, ("Common Stock"), of which five hundred (500) shares are issued and outstanding;

WHEREAS, the laws of the State of Florida and Georgia permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of LEMA and Coastal Nursecare have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that LEMA be merged with and into Coastal Nursecare on the terms and conditions set forth, and by resolutions duly adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of LEMA and Coastal Nursecare and recommended to such shareholders approval of the terms and conditions set forth;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained in this Agreement, it is agreed by and between the parties, subject to the conditions set forth and in accordance with the Florida Business Corporation Act and the Georgia Business Corporation Code, that LEMA shall be and is, at the Effective Date, merged with and into Coastal Nursecare (with Coastal Nursecare subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "Coastal Nursecare of Florida, Inc.," and that the terms and conditions of the merger agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, LEMA shall be merged with and into Coastal Nursecare, and Coastal Nursecare shall continue in existence and the merger shall in all respects have the effect provided for in F.S.A. §607.1106.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of LEMA shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms of this Agreement, the title to any property or rights of LEMA, the last acting officers of LEMA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Lee F. Davenport shall convert all of his shares of LEMA Common Stock issued and outstanding immediately prior to the Effective Date by virtue of the merger and without any action on the part of the holder, into two hundred fifty five (255) shares of Common Stock of the Surviving Corporation, subject to the provisions of Section 2.2, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Emily C. Davenport shall convert all of her shares of LEMA Common Stock issued and outstanding immediately prior to the Effective Date by virtue of the merger and without any action on the part of the holder, into one hundred ninety five (195) shares of Common Stock of the Surviving Corporation, subject to the provisions of Section 2.2, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(c) Each share of LEMA Common Stock held in the treasury of LEMA immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder, be cancelled and retired and cease to exist without any conversion.

(d) Each share of Coastal Nursecare Common Stock outstanding and owned of record by its shareholders immediately before the Effective Date shall be identical to an outstanding or reacquired share of Common Stock of the Surviving Corporation immediately after the merger.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior to the Effective Date represented shares of LEMA Common Stock (other than holders of Dissenting Shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Coastal Nursecare Common Stock of the Surviving Corporation into which the aggregate number of shares of LEMA Common Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

2.3. Notwithstanding any provision of this Agreement to the contrary, shares of LEMA which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely delivered or electronically transmitted with LEMA a documented objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive shares of Coastal Nursecare Common Stock, pursuant to Section 2.1, but the holder shall be entitled only to such rights as are granted by Article 13 of the Georgia Business Corporation Code (O.C.G.A. §14-2-1301 et seq.) Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing statutory provision shall receive payment for their shares from Coastal Nursecare in accordance with such statutory provision. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under such statutory provisions, each such share shall be converted into and represent the right to receive one share of Coastal Nursecare Common Stock, pursuant to Section 2.1, upon surrender of the certificate representing such share to Victory Storage.

Section 3

Directors and Officers

The persons who are directors and officers of Coastal Nursecare immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of Coastal Nursecare, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law.

4.2. From and after the Effective Date, the bylaws of Coastal Nursecare, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed or as provided by law.

Section 5

Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of LEMA and Coastal Nursecare as provided by the Florida Business Corporation Act and the Georgia Business Corporation Code. If this Agreement is duly authorized and adopted by the requisite vote or documented consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the States of Florida and Georgia as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger. The merger shall become effective November 30, 2014 (said date is being referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the Effective Date, the Boards of Directors of Coastal Nursecare and LEMA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by those so authorized on behalf of such corporations. Without limiting the generality of the foregoing, the Boards of Directors of Coastal Nursecare and of LEMA may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent of the holders of shares of LEMA or more than fifty percent of the holders of shares of Coastal Nursecare exercise their dissenters' rights pursuant to Article 13 of the Georgia Business Corporation Code (O.C.G.A. § 14-2-1301 *et seq.*) and ss. 607.1302-607.1333 of the Florida Business Corporation Act and in connection with the merger.

Section 7

Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, in duplicate, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first written.

LEMA & ASSOC., INC.

By: 
Lee F. Davenport, CEO

COASTAL NURSECARE OF FLORIDA, INC.

By: 
Lee F. Davenport, President