

P11000065394

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

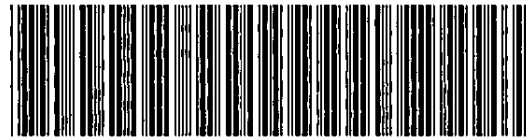
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FILED
12 JUL 11 AM 8:36
SEVENTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

merger nc

JUL 12 2012

T. LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Caregiving With Love Homehealth Specialists, 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:

William P. Gregory

Contact Person

William P. Gregory, P.A.

Firm/Company

715 W. Swann Ave.

Address

Tampa, FL 33606

City/State and Zip Code

randrews@caregivingwithlove.com

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

For further information concerning this matter, please call:

William P. Gregory

Name of Contact Person

At (813)

251-8631

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

WILLIAM P. GREGORY, P.A.

Attorney at Law

715 SWANN AVENUE

TAMPA, FLORIDA 33606

TELEPHONE (813) 251-8631

FACSIMILE (813) 253-2047

EMAIL: SWANN715@VERIZON.NET

July 9, 2012

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301
(850) 245-6050

RE: Articles of Merger Caregiving With Love Homehealth Specialists, Inc.

Dear Maam or Sir:

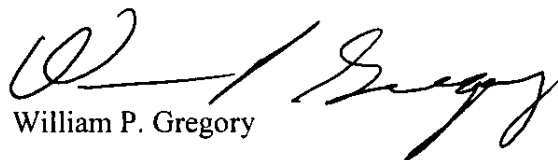
Please find enclosed one (1) cover letter along with one (1) original of Articles of Merger with an attached copy of the Agreement and Plan of Merger for filing. Also enclosed is a copy of the Articles of Merger with attached copy of an Agreement and Plan of Merger for certification.

Also please find enclosed our check in the amount of \$113.75 representing the fee of \$35.00 for the one (1) surviving corporation and \$70.00 for the two (2) merging corporations and \$8.75 for one (1) certified copy.

Upon completion of the filing process, please return a certified copy of the Articles of Merger to the undersigned.

If you have any questions or comments regarding this matter please do not hesitate to contact my office.

Sincerely,


William P. Gregory

**ARTICLES OF MERGER
(Profit Corporation)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Florida Statutes Section 607.1105.

FILED
12 JUL 11 AM 8:36
CLERK OF STATE
TALLAHASSEE FLORIDA

**Article 1
Surviving Corporation**

The name, jurisdiction and document number of the Surviving Corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|---------------------------------------------------------|---------------------|------------------------|
| Caregiving With Love Homehealth Specialists No. 1, Inc. | Florida | P11000065394 |

**Article II
Merging Corporations**

The names and respective jurisdictions and document numbers of the Merging Corporations:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|-------------------------------------------------------------|---------------------|------------------------|
| (i) Caregiving With Love Homehealth Specialists No. 2, Inc. | Florida | P11000065333 |
| (ii) Lincoln Healthcare Management, Inc. | Florida | P11000065379 |

**Article III
Agreement and Plan of Merger**

The Agreement and Plan of Merger is attached.

**Article IV
Effective Date**

The merger shall become effective on the date that these Articles of Merger are filed with the Secretary of State of the State of Florida.

**Article V
Surviving Corporation Adoption**

The Agreement and Plan of Merger was adopted by the Board of Directors and Shareholders of Caregiving With Love Homehealth Specialists No. 1, Inc. on July 8, 2012.

Article VI
Merging Corporation Adoptions

- (i) The Agreement and Plan of Merger was adopted by the Board of Directors and Shareholders of Caregiving With Love Homehealth Specialists No. 2, Inc. on July 8, 2012.
- (ii) The Agreement and Plan of Merger was adopted by the Board of Directors and Shareholders of Lincoln Healthcare Management, Inc. on July 8, 2012.

Article VII
Amendment to Articles of Incorporation of Caregiving With Love Homehealth Specialists No. 1, Inc.

Article I of the Articles of Incorporation of Caregiving With Love Homehealth Specialists No. 1, Inc. is hereby amended as follows:

The name of the Corporation shall be Caregiving With Love Homehealth Specialists, Inc.

Surviving Corporation:

Caregiving With Love Homehealth Specialists, Inc.

By: 

Ronald C. Andrews, President, Director and sole shareholder

Attest: 

Jacqueline P. Andrews, Secretary and Director

Date: 7/9/12

Merging Corporations:

Caregiving With Love Homehealth Specialists No. 2, Inc.

By: 

Ronald C. Andrews, President, Director and sole shareholder

Attest: 

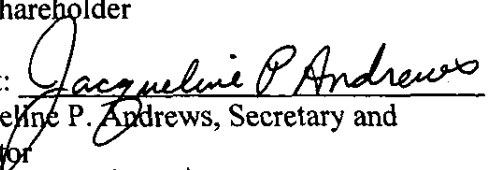
Jacqueline P. Andrews, Secretary and Director

Date: 7/9/12

Lincoln Healthcare Management, Inc.

By: 

Ronald C. Andrews, President, Director and
sole shareholder

Attest: 

Jacqueline P. Andrews, Secretary and
Director

Date: 7/9/12

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated July 8, 2012 (the "Agreement") is made by and among Caregiving With Love Homehealth Specialists No. 1, Inc. a Florida corporation ("Care 1"), Caregiving With Love Homehealth Specialists No. 2, Inc., a Florida corporation ("Care 2"), and Lincoln Healthcare Management, Inc., a Florida corporation ("Lincoln"). Care 1, Care 2 and Lincoln are sometimes herein referred to as "Constituent Corporations."

WITNESSETH

WHEREAS, Care 1 is a corporation duly organized and validly existing under the laws of the State of Florida and has 5,000 shares, \$0.01 par value, of voting common stock authorized of which 100 shares, \$0.01 par value, of voting common stock of Care 1 are issued and outstanding. No other class or type of shares are authorized; and

WHEREAS, Care 2 is a corporation duly organized and validly existing under the laws of the State of Florida and has 5,000 shares, \$0.01 par value, of voting common stock authorized of which 100 shares, \$0.01 par value, of voting common stock of Care 2 are issued and outstanding. No other class or type of shares are authorized; and

WHEREAS Lincoln is a corporation duly organized and validly existing under the laws of the State of Florida and has 5,000 shares, \$0.01 par value, of voting common stock authorized of which 100 shares, \$0.01 par value, of voting common stock of Lincoln are issued and outstanding. No other class or type of shares are authorized; and

WHEREAS, the respective Board of Directors and shareholders of Care 1, Care 2 and Lincoln have determined that the businesses of the Constituent Corporations would be more effectively operated through Care 1; and

WHEREAS, the Board of Directors and shareholders of Care 1, Care 2 and Lincoln have approved this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual agreement and covenants set forth herein, Care 1, Care 2 and Lincoln hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

MERGER

1. Merger. In accordance with the provisions of this Agreement and the Florida Business Corporation Act, Care 2 and Lincoln shall be merged with and into Care 1 (the "Merger"), the separate existence of Care 2 shall cease and the separate existence of

Lincoln shall cease, and Care 1 shall survive the Merger and shall continue to be governed under the laws of the State of Florida, and Care 1 is sometimes herein referred to as the "Surviving Corporation" and the name of the Surviving Corporation shall be Caregiving With Love Homehealth Specialist, Inc. This Agreement and Plan of Merger shall, pursuant to Florida Statutes Section 607.1106(1)(f) act as an amendment to the Articles of Incorporation changing the name of the Surviving Corporation as previously set forth herein.

2. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:
 - (a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and
 - (b) Articles of Merger satisfying the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

3. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Care 2 and Lincoln shall cease and Care 1, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Care 2's and Lincoln's respective Boards of Directors or shareholders, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Care 2 and Lincoln in the manner as more fully set forth in Section 1106 of the Florida Business Corporation Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Care 2 and Lincoln in the same manner as if Care 1 had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act.

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

1. Articles of Incorporation. Upon the effectiveness of the Merger, the Articles of Incorporation of Care 1 as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2. Bylaws. The Bylaws of Care 1 as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.
3. Directors and Officers. The directors and officers of Care 1 immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

MANNER OF CONVERSION OF SECURITIES

1. Care 2 Common Stock. Upon the Effective Date of the Merger, each share of Care 2 Common Stock, \$0.01 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.01 par value, respectively, of the Surviving Corporation.
2. Lincoln Common Stock. Upon the Effective Date of the Merger, each share of Lincoln Common Stock, \$0.01 par value, issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of the Common Stock, \$0.01 par value of the Surviving Corporation.
3. Fractional Shares. No fractional shares shall be issued by the Surviving Corporation upon the conversion of any share of Common Stock of Care 2 or Lincoln into Common Stock of the Surviving Corporation. If the conversion would result in the issuance of a fractional share of Common Stock the Surviving Corporation shall, in lieu of issuing the fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors of the Surviving Corporation).
4. Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Care 2 and Lincoln Common Stock, respectively, may, at such shareholder's option, surrender the same for cancellation to the transfer agent and registrar for the Common Stock of the Surviving Corporation, as exchange agent (the 'Exchange Agent'), and each such holder shall be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of the Common Stock of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Care 2 and Lincoln Common Stock shall be deemed for all purposes to represent the number of whole shares of the Common Stock of

the Surviving Corporation's capital stock into which such shares of Care 2 and Lincoln were converted as part of the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Care 2 and Lincoln so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Care 1 Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefore is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Care 1 or the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Care 1 that such tax has been paid or is not payable.

GENERAL

1. Covenants of Care 1. Care 1 covenants and agrees that it will, on or before and after the Effective Date of the Merger:
 - (a) File any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder;
 - (b) Cause Care 2 and Lincoln to file any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder;
 - (c) Cause the respective shareholders of the Constituent Corporations to file any and all statements required under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder; and
 - (d) Take such other actions as may be required by the Florida Business Corporation Act.
2. Further Assurances. From time to time, as and when required by Care 1 or by its successors or assigns, there shall be executed and delivered on behalf of Care 2 and Lincoln such deeds and other instruments, and there shall be taken or caused to be taken

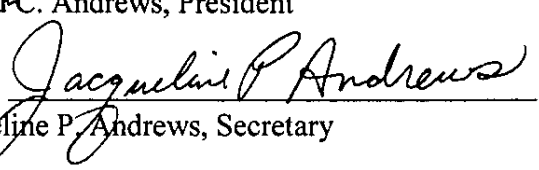
by Care 1, Care 2 and Lincoln such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Care 1 the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authorities of Care 2 and Lincoln and otherwise to carry out the purposes of this Agreement, and the officers and directors of Care 1 are fully authorized in the name and on behalf of Care 2 and Lincoln or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3. Abandonment. At any time before the filing of Articles of Merger with the Secretary of State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of any of Care 1, Care 2 or Lincoln or any combination of them, notwithstanding the approval of this Agreement by the shareholders of Care 1, Care 2 or Lincoln or all of them.
4. Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of any of the Constituent Corporations shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.
5. Registered Office. The registered office of the Surviving Corporation in the State of Florida is located at 715 W. Swann Ave., Tampa, FL 33606.
6. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 4906 Winding Creek Court, Building D, Suite 102, Tampa, FL 33613 and copies thereof will be furnished to any shareholder of any of the Constituent Corporations, upon request and without cost.
7. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.
8. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

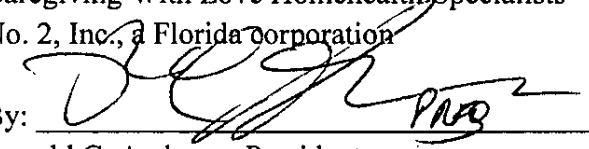
IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the respective Boards of Directors of Care 1, Care 2 and Lincoln, is hereby executed on behalf of each of such three corporations and attested by their respective officers thereunto duly authorized.

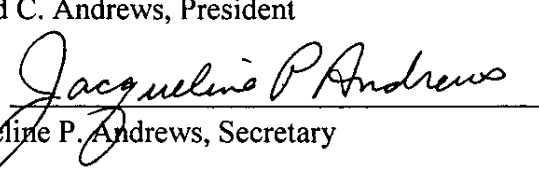
Caregiving With Love Homehealth Specialists, Inc.,
a Florida corporation

By: 
Ronald C. Andrews, President

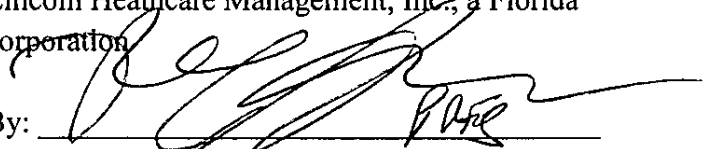
Attest: 
Jacqueline P. Andrews, Secretary

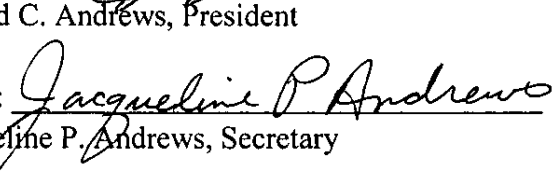
Caregiving With Love Homehealth Specialists
No. 2, Inc., a Florida corporation

By: 
Ronald C. Andrews, President

Attest: 
Jacqueline P. Andrews, Secretary

Lincoln Healthcare Management, Inc., a Florida
corporation

By: 
Ronald C. Andrews, President

Attest: 
Jacqueline P. Andrews, Secretary