

P 14000027836



500293718665

01/25/17--01010--004 **70.00

01/25/17--01010--005 **8.75

(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

17 JAN 25 PM 12:57
JAN 25 2017

Merger
JAN 27 2017
R. White

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: COASTAL GENS, 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:

TRACY EVANS

Contact Person

BAYBRIDGE LAW FIRM, PLLC

Firm/Company

55 BAYBRIDGE DRIVE

Address

GULF BREEZE, FLORIDA 32561

City/State and Zip Code

DEFEND@BAYBRIDGELAW.COM

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

For further information concerning this matter, please call:

GREGORY WILHELM, ESQ.

850

932-0300

At ()

Name of Contact Person

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)

17 JAN 25 PM 12:57

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)
COASTAL GENS INC.	FLORIDA	P14000027836

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
COASTAL GENS INC	DELAWARE	4899466

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 ____ / ____ / ____ (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 JANUARY 20, 2017.

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 JANUARY 20, 2017.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

COASTAL GENS INC

GREGORY WILHELM, PRESIDENT FLORIDA

COASTAL GENS INC

GREGORY WILHELM, PRESIDENT DELAWARE

AGREEMENT AND PLAN OF MERGER

This is an Agreement containing the Plan of Merger, dated January 20, 2017, in accordance with the Florida Business Corporation Act, pursuant to sections §607.1105, §607.1101 and other relevant Florida Statutes, between

COASTAL GENS INC., a Delaware corporation with Document Number **4899466** having its principal place of business at 55 Baybridge drive, Gulf Breeze, Florida 32561 (the "**Company**" "**Merging Company**"), and

COASTAL GENS INC., a Florida corporation with Document Number **P14000027836** having its principal place of business at 55 Baybridge Drive, Gulf Breeze, FL 32561 (the "**Surviving Company**").

WITNESSETH:

WHEREAS, the Company is a corporation duly organized under the laws of the State of Delaware and is has authorized to issue 1000 NEW SHARES OF MERGED COMPANY shares of Common Stock, \$.01 par value per share, of which 1000 shares are issued and outstanding as of the date hereof;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Florida and is authorized to issue 1000 NEW SHARES OF shares of Common Stock, \$.01 par value per share, of which 1000 shares are issued and outstanding as of the date hereof;

WHEREAS, the Company desires to merge itself into the Surviving Company;

WHEREAS, the Surviving Company desires that the Company be merged into itself; and

WHEREAS, the Boards of Directors of the Company and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger;

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Merger.** The Company shall be merged into the Surviving Company pursuant to pursuant to Florida Statutes. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate corporate existence of the Company shall cease forthwith upon the Effective Date (as defined below). The merger of the Company into the Surviving Company shall herein be referred to as the "**Merger.**"

2. Stockholder Approval. As soon as practicable after the execution of this Agreement and Plan of Merger, the Company and the Surviving Company shall, submit this Agreement and Plan of Merger to their respective shareholder(s).

3. Effective Date. The Merger shall be **effective upon the filing** of the Articles of Merger and Plan of Merger or a Certificate of Merger with the Secretary of State of the State of Florida, which filing shall be made as soon as practicable after all required stockholder approvals have been obtained. The time of such effectiveness shall herein be referred to as the "Effective Date."

4. Common Stock of the Company. On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of Common Stock of the Company issued and outstanding immediately prior thereto **shall cease to exist** and shall be changed and converted into 1 of converted shares fully paid and non-assessable share(s) of the Common Stock, par value \$.01 per share, of the Surviving Company.

5. Common Stock of the Surviving Company. On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of Common Stock of the Surviving Company held in the treasury of the Surviving Company shall remain in the treasury.

6. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of the Company shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Company into which the shares of the Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. **Succession.** On the Effective Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company in the manner of and as more fully set forth in Florida Statutes. Without limiting the foregoing, upon the **Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Company and the Surviving Company, respectively.** All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company, shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. **Certificate of Incorporation and By-Laws.** The Certificate of Incorporation of the Surviving Company in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Effective Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

9. **Directors and Officers.** The members of the Board of Directors and the officers of the Surviving Company on the Effective Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

10. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Company are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. Abandonment. At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either the Company or the Surviving Company or both, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Company or the Surviving Company.

12. Amendment. This Agreement and Plan of Merger may be amended by the Boards of Directors of the Company and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the stockholders of either the Company or the Surviving Company 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 corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Company to be effected by the Merger or (3) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series of the stock of such corporation.

13. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

14. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

SIGNATURES FOR EACH COMPANY/CORPORATION

SURVIVING COMPANY/CORPORATION

COASTAL GENS INC
FLORIDA
P14000027836


Gregory Wilhelm, President

MERGING COMPANY/CORPORATION

COASTAL GENS INC
DELAWARE
4899466


Gregory Wilhelm, President