



CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 816163 4369500

AUTHORIZATION

COST LIMIT : \$90.00



ORDER DATE : October 1, 2015

ORDER TIME : 9:52 AM

ORDER NO. : 816163-005

CUSTOMER NO: 4369500

ARTICLES OF MERGER

PRESTIGE HEALTH CHOICE, L.L.C.

INTO

FLORIDA TRUE HEALTH, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS:



**EFFECTIVE DATE**  
**10/1/15**

**ARTICLES OF MERGER**

of

**PRESTIGE HEALTH CHOICE, L.L.C.,**  
a Florida limited liability company

with and into

**FLORIDA TRUE HEALTH, INC.,**  
a Florida corporation

October 1, 2015

**FILED**  
2015 OCT -1 PM 4:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger (these "Articles of Merger") are submitted to merge the following Florida profit corporation and Florida limited liability company in accordance with Sections 607.1109 and 605.1025 of the Florida Statutes.

**FIRST:** The exact name, form/entity type and jurisdiction for the merging party (the "Merging Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Prestige Health Choice, L.L.C.</b>	Florida	Florida Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party (the "Surviving Corporation") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Florida True Health, Inc.</b>	Florida	Florida Corporation

**THIRD:** The Plan of Merger is attached hereto as Exhibit A (the "Plan of Merger"). The Plan of Merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607 and/or 605 of the Florida Statutes.

**FOURTH:** The effective date and time of the merger shall be October 1, 2015 at 12:02 a.m. Eastern Standard Time.

**FIFTH:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026 of the Florida Statutes and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b) of the Florida Statutes, if any.

**SIXTH:** The Surviving Corporation exists before the merger and is a domestic filing entity.


**SEVENTH:** The Surviving Corporation agrees to pay to any members of the Merging Company with appraisal rights, the amount to which such members are entitled under Sections 605.1006 and 605.1061-605.1072 of the Florida Statutes.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed these Articles of Merger of Prestige Health Choice, L.L.C. with and into Florida True Health, Inc. as of the date first set forth above.

**MERGING COMPANY:**

**PRESTIGE HEALTH CHOICE, L.L.C.,**  
*a Florida limited liability company*

By:   
Name: Dwight Chenette  
Title: Authorized Representative

**SURVIVING CORPORATION:**

**FLORIDA TRUE HEALTH, INC.,**  
*a Florida corporation*

By:   
Name: Dwight Chenette  
Title: President

**EXHIBIT A**  
**Plan of Merger**

*(see attached)*

## PLAN OF MERGER

October 1, 2015

In compliance with Section 607.1108 and Section 605.1102 of the Florida Statutes, **Prestige Health Choice, L.L.C.**, a Florida limited liability company (the "Merging Company"), and **Florida True Health, Inc.**, a Florida corporation (the "Surviving Corporation"), hereby adopt and submit the following Plan of Merger (this "Plan"):

**FIRST:** The exact name, form/entity type and jurisdiction for the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Prestige Health Choice, L.L.C.</b>	Florida	Florida Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Florida True Health, Inc.</b>	Florida	Florida Corporation

**THIRD:** The terms and conditions of the merger are as follows:

(a) In accordance with the applicable provisions of Chapter 607 and Chapter 605 of the Florida Statutes, the Merging Company shall be merged with and into the Surviving Corporation and thereupon, the separate existence of the Merging Company shall cease and the Surviving Corporation shall continue to exist under and be governed by Chapter 607 of the Florida Statutes and shall be fully vested with all rights, privileges, immunities, disabilities, and duties of the Merging Company, as more particularly set forth in Chapter 607 of the Florida Statutes (the "Merger"). The Merger shall become effective on October 1, 2015 at 12:02 a.m. Eastern Standard Time (the "Effective Time").

(b) The Articles of Incorporation of the Surviving Corporation, in effect immediately prior to the Effective Time, shall, without any changes, be the Articles of Incorporation of the Surviving Corporation upon and following the Effective Time, until amended as permitted by law and by the Surviving Corporation's governing documents and agreements.

(c) The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time, shall, without any changes, be the Bylaws of the Surviving Corporation upon and following the Effective Time, until amended as permitted by law and by the Surviving Corporation's governing documents and agreements.

(d) The directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall be the directors and officers of the Surviving

Corporation upon and following the Effective Time and shall hold office in accordance with the Surviving Corporation's governing documents and agreements.

(e) If, at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers or authorized representatives of the Surviving Corporation or the Merging Company, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Corporation, any and all such conveyances, agreements, documents, instruments, and assurances and perform all further acts requested by the Surviving Corporation to carry out the provisions of this Plan.

**FOURTH:** Upon the Effective Time, by operation of the Merger, one hundred percent (100%) of the membership interests of the Merging Company shall be cancelled, and no cash, interests, securities or other property shall be payable in respect thereof.

**FIFTH:** There are no rights to acquire shares, interests, obligations or any other securities in the Merging Company or the Surviving Corporation.

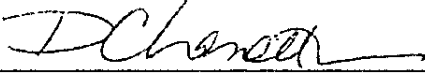
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties have executed these Articles of Merger of Prestige Health Choice, L.L.C. with and into Florida True Health, Inc. as of the date first set forth above.


**MERGING COMPANY:**

**PRESTIGE HEALTH CHOICE, L.L.C.,**  
*a Florida limited liability company*

By:   
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**SURVIVING CORPORATION:**

**FLORIDA TRUE HEALTH, INC.,**  
*a Florida corporation*

By:   
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