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MERGER OR SHARE EXCHANGE

Pin Chasers, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	06
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ARTICLES OF MERGER
OF
PIN CHASERS-EAST PASCO, INC., a Florida corporation
WITH AND INTO
PIN CHASERS, INC., a Florida corporation

Under Section 607.1105 of the Florida Business Corporation Act ("the Act"), PIN CHASERS-EAST PASCO, INC., a Florida corporation and PIN CHASERS, INC., a Florida corporation, adopt the following Articles of Merger:

ARTICLE I

The Agreement and Plan of Merger dated March 10, 2014 ("Plan of Merger"), between PIN CHASERS-EAST PASCO, INC. and PIN CHASERS, INC. was unanimously approved and duly adopted by the shareholders of PIN CHASERS-EAST PASCO, INC. on March 10, 2014, and was adopted by the shareholders of PIN CHASERS, INC. on March 10, 2014.

ARTICLE II

Under the Plan of Merger, all issued and outstanding shares of stock issued by PIN CHASERS-EAST PASCO, INC. will be acquired by means of a merger of PIN CHASERS-EAST PASCO, INC. into PIN CHASERS, INC. with PIN CHASERS, INC. as the surviving corporation ("Merger").

ARTICLE III

The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

ARTICLE IV

Under Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

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ARTICLES OF MERGER


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IN WITNESS WHEREOF, the parties have set their hands on this 10th day of March, 2014.

PIN CHASERS-EAST PASCO, INC.,
a Florida corporation

By: 
WILLIAM F. MORRIS, President

PIN CHASERS, INC.,
a Florida corporation

By: 
WILLIAM F. MORRIS, President

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Exhibit A

AGREEMENT AND
PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of March 10, 2014, by and among PIN CHASERS-EAST PASCO, INC., a corporation organized and existing under the laws of the State of Florida, having an address of 6506 E. Fowler Avenue, Tampa, Florida 33617 (the "Merging Corporation"), and PIN CHASERS, INC., a corporation organized and existing under the laws of the State of Florida, having an address of 6506 E. Fowler Avenue, Tampa, Florida 33617 (the "Surviving Corporation").

WHEREAS, the authorized capital stock of the Merging Corporation consists of 1,000 shares of Voting Stock, with \$.01 value per share, of which 400 shares of Voting Stock were issued and outstanding as of the date hereof, and 99,000 shares of Non-Voting Stock, with \$.01 value per share, of which 8,600 shares of Non-Voting Stock were issued and outstanding as of the date hereof;

WHEREAS, the authorized capital stock of the Surviving Corporation consists of 10,000 shares of Voting Stock, with a par value of \$.10 per share, of which 8,158 shares of Voting Stock were issued and outstanding as of the date hereof, and 990,000 shares of Non-Voting Stock, with \$.10 value per share, of which 49,142 shares of Non-Voting Shares were issued and outstanding as of the date hereof;

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation have deemed it advisable and to the advantage of the two corporations that the Merging Corporation merge into the Surviving Corporation upon the terms and conditions herein provided;

WHEREAS, the Surviving Corporation and the Merging Corporation intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders of said corporations, respectively.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Surviving Corporation and the Merging Corporation hereby agree to merge in accordance with the following plan:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall survive the merger, all as, and with the effect, provided by the corporation laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable after the shareholders of each of said corporations shall approve this Agreement and Plan of Merger, appropriate Articles of Merger shall be signed, verified and

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delivered for filing with the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on March 10, 2014, if the Articles of Merger in the State of Florida shall be filed prior thereto (hereinafter referred to as the "Effective Time").

2. Directors and Officers and Governing Documents. The directors and officers of the Surviving Corporation shall be the same upon the Effective Time as they are for the Surviving Corporation immediately prior thereto. The Certificate of Incorporation of the Surviving Corporation shall continue to be the Certificate of Incorporation of the Surviving Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The bylaws of the Surviving Corporation, as in effect at the Effective Time, shall continue to be the bylaws of the Surviving Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merging Corporation. At and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merging Corporation; any and all property, real, personal and mixed, and any and all debts due the Merging Corporation on whatever account, and all and every other interest of either of the Merging Corporation shall be taken and transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not prevent or be in any way impaired by reason of the merger.

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

5. Stock of Merging Corporation. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of the issued and outstanding Voting and Non-Voting Stock of the Merging Corporation held as of record immediately prior thereto shall be changed and converted into shares of Voting and Non-Voting Stock of the Surviving Corporation. In the event such conversion results in any holder of Voting and/or Non-Voting Stock of the Surviving Corporation holding a fraction of one share, such fractional share shall be rounded upward to one whole share.

6. Stock of Surviving Corporation. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Voting and Non-Voting Stock of the Surviving Corporation outstanding immediately

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prior thereto shall retain the status of an authorized and issued share of Voting and Non-Voting Stock of the Surviving Corporation.

7. Stock Certificates. At and after the Effective Time, each certificate representing shares of Voting and Non-Voting Stock of the Merging Corporation shall be exchanged for certificates representing a predetermined and agreed upon by the shareholders number of shares of Voting and Non-Voting Stock of the Surviving Corporation. Promptly upon such exchange, the Surviving Corporation shall cause to be canceled and retired each such certificate representing shares of Voting and Non-Voting Stock of the Merging Corporation issued pursuant to the immediately preceding sentence. Until so exchanged, canceled and retired, each such certificate, upon and after the Effective Time, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of shares of Voting and Non-Voting Stock of the Surviving Corporation represented thereby.

8. Employee Benefit Plans. As of the Effective Time, the Surviving Corporation shall assume all obligations of each of the Merging Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Surviving Corporation in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of the Merging Corporation immediately prior to the Effective Time shall be recorded on the books of the Surviving Corporation at the same amounts at which they were carried on the books of the Merging Corporation immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Voting and Non-Voting Stock of the Surviving Corporation the aggregate amount of the par value of all shares of Voting and Non-Voting Stock of the Surviving Corporation issued as a result of the conversion of the outstanding shares of Voting and Non-Voting Stock of the Merging Corporation into shares of Voting and Non-Voting Stock of the Surviving Corporation pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Surviving Corporation the excess of: (i) the amount of the capital of the Merging Corporation in respect of the Voting and Non-Voting Stock of the Merging Corporation, respectively, plus the amount carried in the Capital Surplus account of the Merging Corporation immediately prior to the Effective Time over (ii) the amount credited as stated capital in respect of the Voting and Non-Voting Stock of each of the Merging Corporation pursuant to paragraphs (b) and (c) of this Section 9.

(d) There shall be credited as surplus in respect of retained earnings of the Surviving Corporation the aggregate of the amount carried in the Retained Earnings account of the Merging Corporation immediately prior to the Effective Time.

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10. Appointment of Agent. The Surviving Corporation hereby consents to service of process in the State in which any action or special proceeding for the enforcement of any liability or obligation of the Merging Corporation, and hereby irrevocably appoints the Secretary of State of such jurisdiction as the Surviving Corporation's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of State of each such jurisdiction is 6506 E. Fowler Avenue, Tampa, Florida 33617, Attention: William F. Morris.

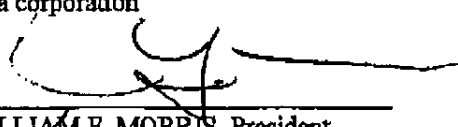
11. Amendment. At any time before or after approval and adoption by the shareholders of the Merging Corporation and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of the Merging Corporation to be necessary, desirable or expedient; provided, however, that, after approval of the shareholders of the Merging Corporation, such amendment may not materially and adversely affect the rights and interests of the shareholders of each of the Merging Corporation.

12. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of the Merging Corporation, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of the Surviving Corporation or by the shareholders of the Merging Corporation or any of them.

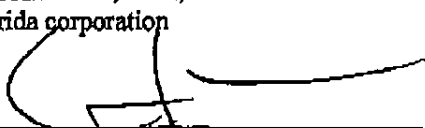
13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority granted by the Board of Directors of the Merging Corporation and the Surviving Corporation has caused this Agreement and Plan of Merger to be executed by its President, as of the date first above written.

PIN CHASERS-EAST PASCO, INC.,
a Florida corporation

By: 
WILLIAM F. MORRIS, President

PIN CHASERS, INC.,
a Florida corporation

By: 
WILLIAM F. MORRIS, President

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