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**MERGER OR SHARE EXCHANGE  
T T OF JACKSONVILLE, INC.**

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**ARTICLES OF MERGER**

**OF**

**TT OF F. DUVAL, INC., a Florida corporation**

**WITH AND INTO**

**T T OF JACKSONVILLE, INC., a Florida corporation**

The following Articles of Merger are being executed and filed on this 23<sup>rd</sup> day of May, 2016, in accordance with Sections 607.1101, 607.1102 and 607.1105 of Florida Statutes.

1. The merging entity is TT OF F. DUVAL, INC., a Florida corporation (the "Merging Corporation"). The surviving entity is T T OF JACKSONVILLE, INC., a Florida corporation (the "Surviving Corporation").
2. The Agreement and Plan of Merger (the "Agreement and Plan of Merger") attached as Exhibit A to these Articles of Merger satisfies the requirements of Sections 607.1101 and 607.1102 of Florida Statutes and was approved and adopted by the board of directors and shareholders of the Merging Corporation on May 23, 2016 in accordance with Florida Statutes and is incorporated herein by reference.
3. The Agreement and Plan of Merger satisfies the requirements of Sections 607.1101 and 607.1102 of Florida Statutes and was approved and adopted by the board of directors and shareholders of the Surviving Corporation on May 23, 2016 in accordance with the Florida Statutes and is incorporated herein by reference.
4. The effective date of the merger is June 1, 2016.

**[SIGNATURES ON THE FOLLOWING PAGE]**

5/24/2016 10:19:22 AM From: To: 8506176380( 3/8 )

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer.

**TT OF F. DUVAL, INC.**

By:   
Name: Terry Taylor  
Title: President

**T T OF JACKSONVILLE, INC.**

By:   
Name: Terry Taylor  
Title: President

5/24/2016 10:19:22 AM From: To: 8506176380( 4/8 )

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into this 23<sup>rd</sup> day of May, 2016 to be effective on the Effective Date (as defined below), by and between TT of F. Duval, Inc., a Florida corporation (the "Merged Corporation"), and T T of Jacksonville, Inc., a Florida corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation hereinafter sometimes referred to as the "Constituent Entities."

### **RECITALS:**

WHEREAS, the parties desire that the Merged Corporation merge with and into the Surviving Corporation in a manner which conforms to Sections 607.1101 and 607.1102 of Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter set forth, the parties hereto agree as follows:

#### **1. Merger.**

(a) **Merger.** The Merged Corporation shall merge with and into the Surviving Corporation (the "Merger") in accordance with the laws of the State of Florida and pursuant to the terms of this Agreement and Plan of Merger. The Surviving Corporation shall be the surviving entity in the merger.

(b) **Effective Date.** The merger shall become effective on June 1, 2016 (the "Effective Date").

(c) **Rights of the Surviving Corporation.** Upon the Effective Date: (i) the Merged Corporation and the Surviving Corporation shall become a single corporation and the separate existence of the Merged Corporation shall cease; (ii) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (iii) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (iv) without limitation of the foregoing provisions of this Section 1(c), all corporation acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, Boards of Directors, committees elected or appointed by

the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

**(d) Articles of Incorporation and By-Laws.**

i. From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the Articles of Incorporation of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

ii. From and after the Effective Date, the By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Date, will be the By-laws of the Surviving Corporation, until altered, amended, or repealed in accordance with the laws of the State of Florida.

**(e) Directors And Officers.**

i. The number of directors of the Surviving Corporation immediately prior to the Effective Date will be the number of directors of the Surviving Corporation from and after the Effective Time, until such number is altered in accordance with the laws of the State of Florida. The directors of the Surviving Corporation immediately prior to the Effective Date will be the directors of the Surviving Corporation from and after the Effective Date and will hold office from and after the Effective Date in accordance with the By-laws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

ii. The officers of the Surviving Corporation immediately prior to the Effective Time will be the officers of the Surviving Corporation from and after the Effective Time and will hold the same offices from and after the Effective Time in accordance with the By-laws of the Surviving Corporation until their respective successors are duly appointed or elected and qualified.

**(f) Terms Of Merger.** At the Effective Date, the shares of capital stock of the Merging Corporation will be converted into shares of capital stock of the Surviving Corporation as follows:

i. Each share of the Merging Corporation's Common Stock issued and outstanding immediately before the Effective Date will, automatically and without further act of the Merging Corporation, the Surviving Corporation, or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor;

ii. Any share of the Merging Corporation's Common Stock held in the treasury immediately before the Effective Date will, automatically and without further act of the Merging Corporation, the Surviving Corporation, or any holder thereof, be cancelled and cease to exist, without any consideration being payable therefor;

iii. Each person who, as a result of the merger, holds one or more certificates representing one or more shares of the Merging Corporation's Common Stock may surrender any such certificate to the Surviving Corporation; and

iv. At the Effective Date, all of the shares of capital stock of the Surviving Corporation issued or outstanding immediately before the Effective Date will continue to be issued and outstanding.

**2. Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

(b) **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

(c) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions.

(d) **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(e) **Severability of Provisions.** The invalidity or unforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

(f) **Further Assurances.** Each party further agrees to use its reasonable best efforts to ensure that the purposes of this Agreement (and any related documents and agreements referred to herein) are realized and to take such further actions or steps, and execute and deliver (and, as appropriate, file) such further documents, certificates, instruments and agreements, as are reasonably necessary to implement the provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

5/24/2016 10:19:22 AM From: To: 8506176380( 8/8 )

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**TT OF F. DUVAL, INC.**

By: \_\_\_\_\_

Terry Taylor  
President

**T T OF JACKSONVILLE, INC.**

By: \_\_\_\_\_

Terry Taylor  
President