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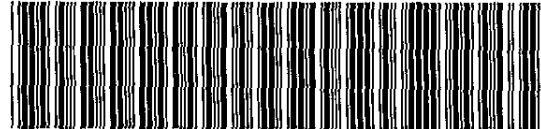
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9/9/05



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 587839 4331939

AUTHORIZATION : *Patricia Pizzuto*

COST LIMIT : \$ 78.75

ORDER DATE : September 9, 2005

ORDER TIME : 11:35 AM

ORDER NO. : 587839-005

CUSTOMER NO: 4331939

CUSTOMER: Ms. Suzanne S. Killeen
Greenberg Traurig, P.A.
Suite 2000
401 E Las Olas Blvd
Ft Lauderdale, FL 33301

ARTICLES OF MERGER

TT OF JACKSON, INC.

INTO

TT OF MISSISSIPPI, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris Ext. 2937

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

FILED

of

TT OF JACKSON, INC.

(a Florida corporation)

into

TT OF MISSISSIPPI, INC.

(a Florida corporation)

05 SEP -9 PM 4:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 - Section 607.1107 of the Florida Business Corporation Act, **TT OF JACKSON, INC.**, a Florida corporation (the "Merged Corporation"), and **TT OF MISSISSIPPI, INC.**, a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merged Corporation with and into the Surviving Corporation (the "Merger").

1. Pursuant to Section 607.1101 of the Florida Business Corporation Act, the Merged Corporation shall be merged with and into the Surviving Company in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

2. The Plan of Merger was adopted as of September 2, 2005 by the Board of Directors and the shareholders of the Surviving Corporation.

3. The Plan of Merger was adopted and approved as of September 2, 2005 by the Board of Directors and the shareholders of the Merged Corporation

4. The Merger shall be effective on the date of filing of these Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, each of the Surviving Corporation and the Merged Corporation have caused these Articles of Merger to be signed in their names and on their behalf by their respective authorized officers as of the 2nd day of September, 2005.

TT OF JACKSON, INC.

By: 

Name: Terry Taylor

Title: President

TT OF MISSISSIPPI, INC.

By: 

Name: Terry Taylor

Title: President

EXHIBIT A

Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

of

TT OF JACKSON, INC.
(a Florida corporation)

with and into

TT OF MISSISSIPPI, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 2nd day of September, 2005, by and between **TT OF JACKSON, INC.**, a Florida corporation (the "Merged Corporation") and **TT OF MISSISSIPPI, INC.**, a Florida corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation are hereinafter sometimes referred to, collectively, as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the parties desire that the Merged Corporation merge with and into the Surviving Corporation in a manner that conforms to Section 607.1101-Section 607.1107 of the Florida Business Corporation Act.

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

1. Merger. The Merged Corporation shall merge with and into the Surviving Corporation in accordance with the laws of the State of Florida.
2. Effective Date. The merger shall become effective when the Articles of Merger in connection therewith are filed with the Florida Department of State (the "Effective Date").
3. Rights of the Surviving Corporation. As of the Effective Date: (a) the Merged Corporation and the Surviving Corporation shall become a single corporation and the separate corporate existence of the Merged Corporation shall cease; (b) 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; (c) all rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Companies and all debts, liabilities and obligations of

the respective Constituent Corporations 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 Corporations, and (d) without limitation of the foregoing provisions of this Section 3, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations, their shareholders, directors, committees elected or appointed by the shareholders or 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 Corporations.

4. Articles of Incorporation and Shareholders of the Surviving Corporation. As of the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Surviving Corporation shall continue as the Bylaws of the Surviving Corporation until amended in the manner provided by law; and (c) the shareholders of the Surviving Corporation shall remain the shareholders of the Surviving Corporation.

5. Manner and Basis of Conversion of Interests. As of the Effective Date: (a) the shares of stock (and any rights to acquire shares of stock) of the shareholders of the Surviving Corporation shall remain unaffected by the merger and (b) the shareholders of the Merged Corporation shall receive for their shares of stock (and any rights to acquire shares of stock) of the Merged Corporation no shares of stock in the Surviving Corporation, cash or other property.

6. Rights of Dissenting Shareholders of the Merged Corporation. The shareholders of the Merged Corporation who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 of the Florida Business Corporation Act, may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

7. 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.

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

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. 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.

11. Severability of Provisions. The invalidity or unenforceability 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.

12. 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 and the same document.

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

TT OF JACKSON, INC.

By: 
Name: Terry Taylor
Title: President

TT OF MISSISSIPPI, INC.

By: 
Name: Terry Taylor
Title: President