Control Number : 09025421

# STATE OF GEORGIA

## Secretary of State

**Corporations Division**
**313 West Tower**
**2 Martin Luther King, Jr. Dr.**
**Atlanta, Georgia 30334-1530**

### CERTIFICATE OF MERGER

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of **11/01/2016**. Attached is a true and correct copy of the said filing.

**Surviving Entity:**

TFP ENTERPRISES, INC. , a Domestic Profit Corporation

**Nonsurviving Entity/Entities:**

TAPLEY & ASSOCIATES, INC. Georgia, a Domestic Profit Corporation

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on 11/07/2016

Brian P. Kemp
Secretary of State

**ARTICLES OF MERGER**
**BY AND BETWEEN**
**TAPLEY & ASSOCIATES, INC. AND**
**TFP ENTERPRISES, INC.**

**June 30, 2016**

Pursuant to Section 14-2-1105 of the Georgia Business Corporations Code, the undersigned companies execute the following Articles of Merger:

I.

The Agreement and Plan of Merger (the "**Agreement**") attached as Exhibit A dated June 30, 2016, by and between TAPLEY & ASSOCIATES, INC, a Georgia corporation ("**TAPLEY & ASSOCIATES**"), and TFP ENTERPRISES, INC, a Georgia corporation ("**TFP ENTERPRISES**"), (TAPLEY & ASSOCIATES and TFP ENTERPRISES are hereinafter referred to collectively as the "**Constituent Companies**"), was approved by the Directors and Shareholders of each of the Constituent Companies in the manner prescribed by Sections 14-2-1101 and 14-2-1111 of the Georgia Business Corporations Code.

II.

The surviving corporation shall be TFP ENTERPRISES, INC.

III.

The executed Agreement is on file at TFP ENTERPRISES' principal place of business located at 3530 Highway 42 North, Suite A, Stockbridge, Georgia 30281.

IV.

A copy of the Agreement will be made available, on request and without cost, to any director or shareholder of the Constituent Companies.

V.

The Agreement was duly approved by the Directors and Shareholders of the Constituent Companies on June 30, 2016.

VI.

Pursuant to the Agreement, the merger of TAPLEY & ASSOCIATES and TFP ENTERPRISES shall be effective on the date of filing with the Secretary of the State of Georgia.

**[SIGNATURES APPEAR ON FOLLOWING SIGNATURE PAGE]**

IN WITNESS WHEREOF, the Constituent Companies have caused these Articles of Merger to be executed by a duly authorized officer effective the 30th day of June, 2016.

<u>TAPLEY & ASSOCIATES</u>:

TAPLEY & ASSOCIATES, INC.

By: ______________________________
Klayton Tapley, President

[CORPORATE SEAL]

<u>TFP ENTERPRISES</u>:

TFP ENTERPRISES, INC.

By: ______________________________
Klayton Tapley, President

[CORPORATE SEAL]

**EXHIBIT A**

Agreement and Plan of Merger

[See attached]

**AGREEMENT AND PLAN OF MERGER**
**BY AND BETWEEN**
**TAPLEY & ASSOCIATES, INC. AND**
**TFP ENTERPRISES, INC.**

**June 30, 2016**

This Agreement and Plan of Merger (the "**Agreement**") is made and entered into this 30th day of June, 2016, by and between TAPLEY & ASSOCIATES, INC., a Georgia corporation ("**TAPLEY & ASSOCIATES**"), and TFP ENTERPRISES, INC., a Georgia corporation ("**TFP ENTERPRISES**"). TAPLEY & ASSOCIATES and TFP ENTERPRISES are sometimes hereinafter collectively referred to as the "**Constituent Corporations**."

WITNESSETH:

WHEREAS, the respective Boards of Directors and the shareholders of the Constituent Corporations deem it advisable and for the mutual benefit of the Constituent Corporations and their respective shareholders that TAPLEY & ASSOCIATES be merged with and into TFP ENTERPRISES pursuant to the applicable provisions of the Georgia Business Corporation Code, with such merger intended to qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, TFP ENTERPRISES and TAPLEY & ASSOCIATES hereby agree that, in accordance with the Georgia Business Corporation Code, as amended, TAPLEY & ASSOCIATES (hereinafter sometimes referred to as the "**Merged Corporation**") shall be merged with and into TFP ENTERPRISES, which shall be the surviving corporation (being hereinafter sometimes referred to as the "**Surviving Corporation**"), and that the terms and conditions of the transaction, including the merger of TAPLEY & ASSOCIATES with and into TFP ENTERPRISES, the mode of carrying the same into effect, and the manner and basis of converting shares of the Constituent Corporations into other consideration, shall be as follows:

ARTICLE I

THE MERGER

1.1 Name of the Surviving Corporation. The corporation which shall survive the merger contemplated hereby (the "**Merger**") is, and after the Effective Date (as hereinafter defined) shall be, the Surviving Corporation.

1.2 Articles of Incorporation. From and after the Effective Date, and until changed as provided by applicable law, the provisions of the Articles of Incorporation of the

Surviving Corporation shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation within the meaning of the Georgia Business Corporation Code.

1.3 By-Laws. The By-Laws of the Surviving Corporation as in effect on the Effective Date shall become and continue to be the By-Laws of the Surviving Corporation until changed as therein provided.

1.4 Directors. The sole Director of the Surviving Corporation on the Effective Date shall be Klayton Tapley who shall serve in accordance with the By-Laws of the Surviving Corporation.

1.5 Officers. The officers of the Surviving Corporation on the Effective Date shall be as set forth on Exhibit A, a copy of which is attached hereto and incorporated herein by reference. Each named officer as appears on Exhibit A shall hold his respective office(s) until his successor is elected or appointed in accordance with the By-Laws of the Surviving Corporation.

1.6 Effective Date. The Merger shall become effective on the 30th day of June, 2016 (the "**Effective Date**"), and all consequences of the merger shall be calculated from the Effective Date.

## ARTICLE II

## TERMS OF TRANSACTION; CLOSING

2.1 Terms of Transaction. The manner of converting or otherwise dealing with the shares of each of the Constituent Corporations is as follows:

(a) Upon the Effective Date:

(i) Each share of common, capital stock of the Merged Corporation issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into an identical number of shares of common stock of the Surviving Corporation.

(ii) Each share of common, capital stock of the Merged Corporation held in the Merged Corporation's treasury immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

(b) Each share of common, capital stock of the Surviving Corporation outstanding and owned of record by its shareholders immediately before the Effective Date shall be identical to an outstanding or reacquired share of common, capital stock of the surviving corporation immediately after the merger.

2.2 Surrender and Conversion of Certificate(s). After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of common, capital stock of the Merged Corporation shall, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the identical number of shares of common stock of the Surviving Corporation.

ARTICLE III

EFFECT OF MERGER

3.1 On the Effective Date. On the Effective Date:

(a) The separate existence of the Merged Corporation shall cease (except to the extent continued by law);

(b) The Merged Corporation shall be merged into the Surviving Corporation;

(c) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature and be subject to all the restrictions, disabilities, and duties of the Merged Corporation;

(d) All property, real, personal, and mixed, and all debts due to the Merged Corporation on whatever account, as well as stock subscriptions and all other things belonging to such Merged Corporation, shall be vested in the Surviving Corporation;

(e) All property, rights, privileges, powers, and franchises, and all and every other interest of the Merged Corporation including, but not limited to, the title to any real estate vested by deed or otherwise, under the laws of Georgia or any other jurisdiction, shall be and thereafter remain the property of the Surviving Corporation as effectually as if they were of the Merged Corporation; and

(f) All rights of creditors and all existing and legally binding and perfected liens upon any property of the Merged Corporation shall be preserved unimpaired, and all existing debts, liabilities, and duties of the Merged Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it on or before the Effective Date.

3.2 After the Effective Date. At any time, or from time to time, after the Effective Date, the last acting officers of the Merged Corporation, or the corresponding officers of the Surviving Corporation, may, in the name of the Merged Corporation, execute and delivery all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of the Merged

Corporation's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

## ARTICLE IV

## MISCELLANEOUS

4.1 Assignment; Third Parties; and Binding Effect. Except as expressly provided in this Agreement, the rights under this Agreement shall not be assignable, nor the duties delegable, by any party without the written consent of all other parties hereto. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their successors in interest, any rights or remedies under or by reason of this Agreement unless so stated expressly to the contrary. All covenants and agreements of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4.2 Expenses. The parties hereto will bear all of their own expenses incurred in connection with the transactions contemplated by this Agreement, including, without limitation, legal and accounting fees.

4.3 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every remedy given hereunder or now or hereafter existing, at law or in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.5 Article and Section Headings. Article and Section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

4.6 Waiver. Any failure by any of the parties hereto to comply with any of the obligations, agreements or conditions set forth herein may be waived in writing by the other party or parties; provided, that any such waiver shall not be deemed a waiver of any other obligation, agreement or condition contained herein.

4.7 Cooperation. Each of the parties agrees to cooperate to consummate the transactions contemplated hereby and to execute and deliver any and all instruments, and take such additional action, as shall be reasonably necessary or appropriate for such purpose.

4.8 Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, embodies the entire understanding and agreement amount the parties, may be amended or modified only in a writing signed by all parties, and supersedes all prior understandings and agreements among or between the parties relating to the subject matter hereof.

4.9 Severability. The provisions of this Agreement, and of each separate Article and Section, are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any unenforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

4.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

4.11 Time. Time is of the essence in the interpretation and application of this Agreement and the performance of the respective obligations of the parties hereunder.

4.12 Specific Performance. Each party shall be entitled to specific performance, injunctive relief and other equitable relief in addition to monetary or other relief for breaches of the other parties' covenants. Each of the parties to this Agreement acknowledges that it may be difficult or impossible to measure in money the damages that may occur if they fail to perform their covenants. Therefore, it is agreed that they will not, in any action to enforce this Agreement or the covenants, assert any contention that there is an adequate remedy at law for the default under which such action or proceeding is based.

[SIGNATURES APPEAR ON FOLLOWING SIGNATURE PAGE]

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

<u>TAPLEY & ASSOCIATES</u>:

TAPLEY & ASSOCIATES, INC.

By: ______________________________
Klayton Tapley, President

[CORPORATE SEAL]

<u>TFP ENTERPRISES</u>:

TFP ENTERPRISES, INC.

By: ______________________________
Klayton Tapley, President

[CORPORATE SEAL]

**Exhibit A**

OFFICERS OF TFP ENTERPRISES, INC.

Klayton Tapley, President and Secretary