

P17000041502

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

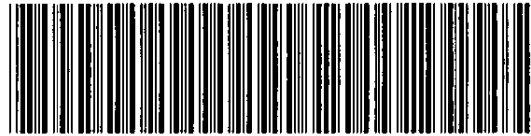
(Business Entity Name)

(Document Number)

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17 MAY 17 PM 2:08  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

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MAY 18 2017  
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Wait for

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

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MAY 17 PM 2:08  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ACCOUNT NO. : I20000000195  
REFERENCE : 636221 7882128  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ 70.00

ORDER DATE : May 10, 2017  
ORDER TIME : 5:59 PM  
ORDER NO. : 636221-020  
CUSTOMER NO: 7882128

ARTICLES OF MERGER

BEAR STAFFING SERVICES  
CORPORATION

INTO

BEAR STAFFING SERVICES  
CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: \_\_\_\_\_

# ARTICLES OF MERGER

(Profit Corporations)

FILED  
17 MAY 17 PM 2:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bear Staffing Services Corporation	Florida	P17000041502

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Bear Staffing Services Corporation	New Jersey	N/A

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 8, 2017.

**Sixth:** Adoption of Merger by merging corporation(s):

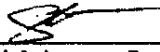
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 8, 2017.

*(Remainder of page intentionally left blank)*

**Seventh: Signatures for each corporation:**


**MERGING CORPORATION:**

**BEAR STAFFING SERVICES CORPORATION,  
a New Jersey corporation**

By:   
\_\_\_\_\_  
Sherri Johnson, President

**SURVIVING CORPORATION:**

**BEAR STAFFING SERVICES CORPORATION,  
a Florida corporation**

By:   
\_\_\_\_\_  
Sherri Johnson, President

**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
BEAR STAFFING SERVICES CORPORATION, a New Jersey corporation  
AND  
BEAR STAFFING SERVICES CORPORATION, a Florida corporation**

This Agreement and Plan of Merger (the "**Agreement**") is made and entered into this 8th day of May, 2017, by and between BEAR STAFFING SERVICES CORPORATION, a New Jersey corporation ("**NJ MERGING ENTITY**"), and BEAR STAFFING SERVICES CORPORATION, a Florida corporation ("**FL SURVIVING ENTITY**") (NJ MERGING ENTITY and FL SURVIVING ENTITY are hereinafter sometimes collectively referred to as the "**Constituent Corporations**").

WITNESSETH:

**WHEREAS**, NJ MERGING ENTITY is (i) a corporation duly organized and validly existing under the laws of the State of New Jersey, and (ii) a wholly-owned subsidiary of IRREHS, INC., a New Jersey corporation ("**IRREHS**" or "**Shareholder**"); and

**WHEREAS**, FL SURVIVING ENTITY is (i) a corporation duly organized and validly existing under the laws of the State of Florida, and (ii) a wholly-owned subsidiary of IRREHS; and

**WHEREAS**, the Boards of Directors of the Constituent Corporations have determined that it is advisable and for the benefit of IRREHS, the sole Shareholder of each of the respective Constituent Corporations, that NJ MERGING ENTITY be merged with and into FL SURVIVING ENTITY (the "**Merger**"), effective as of the later to occur of (i) filing of the Certificate of Merger with the New Jersey Division of Revenue, or (i) filing of the Articles of Merger with the Florida Department of State (the "**Effective Date**");

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto, subject to (i) the approval and adoption of this Agreement by the sole Shareholder of each of the Constituent Corporations, and (ii) the conditions hereinafter set forth, that NJ MERGING ENTITY be merged with and into FL SURVIVING ENTITY (hereinafter sometimes referred to as the "**Surviving Corporation**") as of the Effective Date, the corporate existence of which shall be continued under the same name, and thereafter the individual existence of NJ MERGING ENTITY shall cease. The terms and conditions of the Merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of NJ MERGING ENTITY into securities of the Surviving Corporation are and shall be as follows:

1. The acts and things required to be done by the New Jersey Business Corporation Act (the "*NJ Act*") and the Florida Business Corporation Act (the "*FL Act*") in order to make this Agreement effective, including the submission of this Agreement to the sole Shareholder of both of the Constituent Corporations and the filing of the Certificate of Merger or Articles of Merger in the manner provided for in the NJ Act and the FL Act, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable.

2. The name of the Surviving Corporation shall be BEAR STAFFING SERVICES CORPORATION.

3. The Articles of Incorporation of FL SURVIVING ENTITY shall be the Articles of Incorporation of the Surviving Corporation effective as of the Effective Date.

4. Until altered, amended, or repealed as therein provided, the Bylaws of FL SURVIVING ENTITY as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

5. Upon the merger contemplated herein becoming effective, the directors of the Surviving Corporation shall be as follows:

Sherri Johnson  
Gary Johnson

The directors shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and until their successors are elected in accordance with the Bylaws of the Surviving Corporation. If on the Effective Date any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation.

6. The manner and basis of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

6.1. Upon the Effective Date of the merger:

6.1.1. Each share of the capital stock of FL SURVIVING ENTITY issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the Surviving Corporation.

6.1.2. Each share of the capital stock of NJ MERGING ENTITY shall be cancelled and shall not be exchanged for or converted into share(s) of the capital stock of the Surviving Corporation.

6.2. From and after the Effective Date, each holder of the shares of capital stock of NJ MERGING ENTITY shall be presented and surrendered to the Surviving Corporation, and the surrendered shares shall be cancelled. Whether or not so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of NJ MERGING ENTITY shall be deemed for all corporate purposes to have been cancelled.

7. Upon the Effective Date, NJ MERGING ENTITY shall merge into the Surviving Corporation and the separate existence of NJ MERGING ENTITY shall cease, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by NJ MERGING ENTITY shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all of the liabilities of NJ MERGING ENTITY; any proceeding pending against NJ MERGING ENTITY may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for NJ MERGING ENTITY; and the shares of NJ MERGING ENTITY shall be cancelled and the former holders of the shares shall be entitled only to the rights provided in this Agreement or to their rights under Chapter 11 of the NJ Act.

8. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of NJ MERGING ENTITY, the proper officers and directors of NJ MERGING ENTITY shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

9. This Agreement shall be submitted for approval by the sole equity holder of each of the Constituent Corporations. Upon such approval, this Agreement shall be dated and filed with the official records of the Surviving Corporation at its principal place of business, and a copy, along with a Certificate of Merger or Articles of Merger, shall be filed and recorded in accordance with the laws of the State of New Jersey and the State of Florida, as appropriate, as soon as practicable after the last approval by such Shareholder. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

10. The parties agree that for tax purposes, the merger of NJ MERGING ENTITY into FL SURVIVING ENTITY shall be a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as now or hereafter amended, and that the Employer

Identification Number (the "*EIN/TIN*") of the NJ MERGING ENTITY shall be the EIN/TIN of the Surviving Corporation. The parties further agree that the Surviving Corporation shall be a Qualified Subchapter S Subsidiary ("*Q-Sub*") of IRREHS, and shall cooperate in all respects with, and take all such steps requested by, IRREHS in connection with the election of the Surviving Corporation's Q-Sub status.

11. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

12. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance as follows:

12.1. with respect to the NJ MERGING ENTITY, prior to the Effective Date, in accordance with the laws of the State of New Jersey; and

12.2. with respect to the FL SURVIVING ENTITY and the Surviving Corporation, in accordance with the laws of the State of Florida.

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**IN WITNESS WHEREOF**, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

**NJ MERGING ENTITY:**

**BEAR STAFFING SERVICES CORPORATION,**  
a New Jersey Corporation

By:   
\_\_\_\_\_  
Sherri Johnson, President

**FL SURVIVING ENTITY and  
SURVIVING CORPORATION:**

**BEAR STAFFING SERVICES CORPORATION,**  
a Florida Corporation

By:   
\_\_\_\_\_  
Sherri Johnson, President