

FO8000001503

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

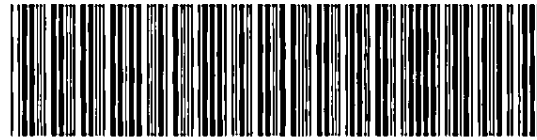
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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2020 DEC 30 11:01

2020 DEC 30 AM 5:10

RECEIVED

11-30

JAN 08 2021



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 4, 2021

SUNSHINE STATE CORPORATE COMPLIANCE

SUBJECT: TRINET HR I, INC.
Ref. Number: F08000001503

CORRECTED
Please Allow For
Same File Date

We have received your document for TRINET HR I, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A box should not be checked in the FOURTH section, as the surviving entity is not a domestic entity.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Terri J Schroeder
Regulatory Specialist III

Letter Number: 621A00000022

RECEIVED
2021 JAN -7 PM 4:07
DIVISION OF CORPORATIONS

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 12/29/2020

****WALK IN****

ENTITY NAME TRINET HR I, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$68.75 + 15.00

ACCOUNT #: I20160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: TriNet HR I, Inc.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Greg Kerber, Lead Counsel, Corporate

Contact Person

TriNet HR I, Inc.

Firm/Company

One Park Place, Suite 600

Address

Dublin, CA 94588

City/State and Zip Code

CorporateLegal@trinet.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Greg Kerber

Name of Contact Person

At (510) 352-5000

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

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 entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>TriNet HR I, Inc.</u>	<u>Oklahoma</u>	<u>Corp</u>	<u>F08000001503</u>

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Accord Human Resources 12, Inc.</u>	<u>Florida</u>	<u>Corp</u>	<u>V01077</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FILED
20 DEC 30 AM 9:18
NOTARIAL PUBLIC

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

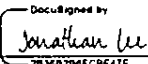
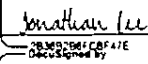
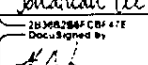
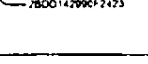
- ☒ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Date of filing

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Accord Human Resources 12, Inc.	 <small>DocuSigned by Jonathan Lee 7B36B796F CBF47E</small>	Jonathan Lee
Accord Technology, LLC	 <small>DocuSigned by Jonathan Lee 7B36B796F CBF47E</small>	Jonathan Lee
Mosaic by Accord, LLC	 <small>DocuSigned by Jonathan Lee 7B36B796F CBF47E</small>	Jonathan Lee
TriNet HR I, Inc.	 <small>DocuSigned by Alex Warren 7B0014299C7 2473</small>	Alex Warren

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is entered into as of December 28, 2020, by and between TriNet HR 1, Inc., an Oklahoma corporation (the "**Surviving Company**") and Mosaic By Accord, LLC, an Oklahoma corporation ("**Mosaic**"), Accord Human Resources 12, Inc., a Florida corporation ("**AHR 12**"), and Accord Technology, LLC, an Oklahoma limited liability corporation ("**AccordTech**"). Mosaic, AHR 12 and AccordTech are each individually referred to as a "**Merging Company**" and collectively as the "**Merging Companies**". Surviving Company and each Merging Company are each referred to individually as a "**Party**" and collectively as the "**Parties**" herein.

RECITALS

WHEREAS, each of the Surviving Company and the Merging Companies are indirect, wholly-owned subsidiaries of TriNet Group, Inc., a Delaware corporation ("**TriNet**").

WHEREAS, each of the boards of directors and/or shareholders, as applicable, of the Surviving Company and Merging Companies have unanimously declared that it is advisable and in the best interests of such Parties and their shareholders to approve, and have approved, the merger of each Merging Company with and into Surviving Company upon the terms and subject to the conditions set forth herein, with Surviving Company continuing as the sole surviving company following each such merger (the "**Merger Transaction**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Merger. Upon the terms and subject to the conditions contained herein, and in accordance with the provisions of the Oklahoma General Corporation Act, including without limitation Sections 18-1007 and 18-1083 set forth therein (the "**OGCA**"), Merging Companies shall be merged with and into Surviving Company (each such merger, a "**Merger**"). Surviving Company shall be the surviving corporation of each such Merger continuing under its name, "**TriNet HR 1, Inc.**" and shall succeed to, and assume, all the rights, properties, assets, liabilities and obligations of each Merging Companies in accordance with the OGCA and the laws of the State of Oklahoma. Immediately upon consummation of Merger, the separate corporate existence of each merged Merging Company shall cease.
2. Consummation of Merger. Surviving Company and each Merging Company shall cause such applicable Merger to be consummated by filing with the Secretary of State of the State of Oklahoma a duly executed certificate of merger, in substantially the form set forth on **Exhibit A** hereto (a "**Certificate of Merger**"), in accordance with the provisions of the OGCA. The time Merger becomes effective in accordance with the applicable laws of the State of Oklahoma is referred to herein as the "**Effective Time**".
3. Effects of the Merger. Merger shall have the effects set forth herein and in the applicable Certificate of Merger and under the OGCA.
4. Certificate of Incorporation and Bylaws.
 - (a) Certificate of Incorporation. The certificate of incorporation of the Surviving Corporation, as in force and effect on the date hereof, shall be continue to be the certificate of incorporation of the Surviving Company following Merger and the Merger Transaction.

(b) Bylaws. The bylaws of the Surviving Corporation, as in force and effect on the date hereof, shall be continue to be the bylaws of the Surviving Company following Merger and the Merger Transaction.

5. Directors and Officers.

(a) Directors. From and after the Effective Time of Merger, the directors of the Surviving Company serving immediately prior to such Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation, death or removal or until their respective successors are duly elected and qualified.

(b) Officers. From and after the Effective Time of Merger, the officers of Surviving Company immediately prior to such Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the bylaws of the Surviving Corporation until their successors are duly appointed and qualified.

6. Capital Stock. At the Effective Time of Merger, each outstanding share of stock, and all other securities, of the respective Merging Company shall be cancelled without compensation in such Merger. No common stock or other securities of Surviving Company ("**Surviving Company Securities**") shall be issued in connection with the Merger Transaction or any individual Merger occurring in connection therewith, and no Surviving Company Securities issued and outstanding immediately prior to any Merger shall be converted or exchanged in any manner.
7. Execution, Filing and Recordation. Each Party agrees to cause to be executed, filed and recorded any documents or documents prescribed by the laws of the State of Oklahoma, or of their respective jurisdiction of incorporation, and that they will cause to be performed all necessary acts all necessary acts within the State of Oklahoma, or of their respective jurisdiction of incorporation, to effectuate the Mergers and Merger Transaction provided for herein.
8. Termination. With respect to each Party, this Agreement may be terminated at any time prior to the filing of the Certificate of Merger with respect to such Party with the Secretary of State of the State of Oklahoma with the written consent of each Party affected thereby. In the event of such Termination with respect to such Parties, this Agreement shall become void and neither such Parties nor their respective officers, directors or shareholders shall have any liability hereunder.
9. Further Assurances. Each Party covenants and agrees that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, or conveyances that the other parties hereto deem reasonably necessary or proper to carry out the intent of the Parties contemplated hereby.
10. No Waiver. The failure of any Party to insist on strict performance of a covenant or obligation hereunder shall not be a waiver of such Party's right to demand strict compliance therewith in the future.
11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and assigns.
12. Integration. This Agreement, including any exhibits, constitutes the complete, final and exclusive embodiment of the Parties' agreement with respect to the subject matter hereof and supersedes all prior agreements whether written or oral which may have been entered into between the Parties with respect to the subject matter hereof.
13. Counterparts. This Agreement may be signed in any number of counterparts, and in facsimile copies (including PDF or other similar picture format), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Severability. In the event any provision, clause, sentence, phrase or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase or word in any other circumstances.
15. Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the Parties unless in writing and signed by the Party or Parties against whom the same is sought to be enforced.
16. Governing Law. The validity, interpretation and effect of this Agreement are governed by and will be construed in accordance with the laws of California applicable to contracts made and performed in Delaware and without regard to its choice of law or conflicts of law doctrines.
17. No Third Party Beneficiaries. This Agreement is not intended to, and does not, confer any rights or remedies hereunder to any other Person. "Person(s)" as used in this Agreement means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, trust or other entity organized under the laws of any jurisdiction.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date set forth above.

TRINET HR I, INC.

DocuSigned by:
By: Alex Warren
Name: Alex Warren
Title: President and Chief Executive Officer

MOSAIC BY ACCORD, LLC

DocuSigned by:
By: John Joy
Name: John Joy
Title: President and Chief Executive Officer

ACCORD HUMAN RESOURCES 12, INC.

DocuSigned by:
By: John Joy
Name: John Joy
Title: President and Chief Executive Officer

ACCORD TECHNOLOGY, LLC

DocuSigned by:
By: John Joy
Name: John Joy
Title: President and Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]