

Division of Corporations

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Florida Department of State
Division of Corporations
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RE-SUBMIT

To: Division of Corporations
Fax Number : (850) 617-6380/3

Please retain original filing
date of submission 8/20

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
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13 AUG 28 PM 2:50

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
STAFF MANAGEMENT GROUP, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$58.75

\$80.00

Merge

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08/30/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Staff Mngt Nielsen Svc, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Patrick S. Convery, Esq.

Contact Person

Giordano, Halleran & Ciesla, PC

Firm/Company

125 Half Mile Road, Ste. 300

Address

Red Bank, New Jersey 07701

City, State and Zip Code

pconvery@ghclaw.com

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

For further information concerning this matter, please call:

Patrick S. Convery

Name of Contact Person

at 732 219-5499

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Staff Mngt Nielsen Svc, LLC	Florida	LLC
Staff Management Group, LLC	New Jersey	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Staff Management Group, LLC	New Jersey	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FILED
13 AUG 20 PM 4 03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

172 New Street
New Brunswick, NJ 08901

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

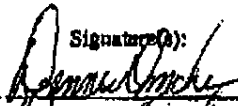

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 172 New Street
New Brunswick, NJ 08901

Mailing address: 172 New Street
New Brunswick, NJ 08901

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Staff Mngt Nielsen Svc, LLC		Dennis Omaha, Member
Staff Management Group, LLC		Dennis Omaha, Member

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 a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), dated as of August 19, 2013, is by and between Staff Mngt Nielsen Svc, LLC, a Florida limited liability company (the "Merged Company"), and Staff Management Group, LLC, a New Jersey limited liability company (the "Surviving Company").

RECITALS

WHEREAS, the Board of Managers of the Merged Company and the Board of Managers of the Surviving Company have determined that it is in the best interests of their respective equity holders to merge the Merged Company with and into the Surviving Company (the "Merger") pursuant to the terms, and subject to the conditions, of this Agreement; and

WHEREAS, the Merged Company and the Surviving Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, the Merged Company and the Surviving Company hereby agree as follows:

ARTICLE I

THE MERGER

1.1. The Merger. At the Effective Time (as defined below) and upon the terms and subject to the conditions hereof and in accordance with the provisions of the New Jersey Revised Uniform Limited Liability Company Act ("NJ-Act") and the Florida Limited Liability Company Act ("FL-Act"), the Merged Company will be merged with and into the Surviving Company, whereupon the separate corporate existence of the Merged Company shall cease and the Surviving Company shall continue as and be the surviving Company (the "Surviving Company") in the Merger. The Merged Company and the Surviving Company are sometimes hereinafter referred to individually as a "Constituent Entity" and collectively as the "Constituent Entities."

1.2. Effective Time of Merger. Subject to the terms and conditions of this Agreement, and as promptly as practicable after satisfaction of all of the conditions to each party's obligation to consummate the Merger contained in Article V of this Agreement, or, to the extent permitted hereunder, waiver thereof, (i) a duly executed copy of this Agreement and a certificate of merger in such form as required by, and executed in accordance with, the relevant provisions of NJ-Act (the "NJ Certificate of Merger"), shall be filed with the New Jersey Department of Treasury ("Treasury") and (ii) a duly executed copy of this Agreement and a certificate of merger in such form as required by, and executed in accordance with, the relevant provisions of the FL-Act (the "FL Certificate of Merger"), shall be filed with the Florida Department of State (the "Florida State Department"). The Merger shall be effective upon the filing of the NJ Certificate of Merger with Treasury and the filing of the FL Certificate of Merger with the Florida State Department. The date and time at which the Merger becomes effective shall be the "Effective

Time." This Agreement is intended by the Constituent Entities to constitute the plan of merger contemplated by Section 42:2C-74 of NJ-Act and Section 608.4382 of the FL-Act.

1.3. Effects of the Merger.

(a) At the Effective Time, the separate corporate existence of the Merged Company shall cease and the Merged Company shall be merged with and into the Surviving Company which, as the Surviving Company, shall survive the Merger and continue its separate corporate existence under the laws of the State of New Jersey. The Surviving Company shall succeed to all the properties and assets of the Constituent Entities and to all debts, causes of action and other interests due or belonging to the Constituent Entities and shall be subject to, and responsible for, all the debts, obligations, liabilities and duties of the Constituent Entities as provided in Section 42:2C-77 of the NJ-Act and Section 608.4382 of the FL-Act. To the extent permitted by law, the Surviving Company shall possess all the rights, powers and franchises, of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities. All rights, privileges, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, and all debts due to each of the Constituent Entities on whatever account, and all other things in action belonging to each of the Constituent Entities, shall be vested in the Surviving Company. All property, rights, privileges, powers, franchises and all choses in action and every other interest shall thereafter be the property of the Surviving Company as they were of the Constituent Entities.

(b) If, at any time after the Effective Time, the Surviving Company shall determine or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of the Constituent Entities acquired or to be acquired by the Surviving Company as a result of or in connection with the Merger, or otherwise to carry out the purpose and intent of this Agreement, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any of the Constituent Entities, all such deeds, bills of sale, assignments, assumption agreements and assurances and to take and do, in the name and on behalf of each of the Constituent Entities or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets of the Surviving Company or otherwise to carry out the purpose and intent of this Agreement.

1.4. Certificate of Formation and Operating Agreement.

(a) The Certificate of Formation of the Surviving Company as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company.

(b) The Operating Agreement of the Surviving Company as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company.

1.5. Board of Managers. The board of managers (the "Managers") of the Surviving Company at the Effective Time shall, from and after the Effective Time, be the Managers of the Surviving Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's Certificate of Formation and/or Operating Agreement.

1.6. Members. The members ("Members") of the Surviving Company at the Effective Time shall, from and after the Effective Time, be the Members of the Surviving Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company's Certificate of Formation and/or Operating Agreement.

ARTICLE II

CONSIDERATION FOR THE MERGER

At the Effective Time, by virtue of the Merger and without any action on the part of the Merged Company or the Surviving Company or the holders of the equity of each of the Constituent Entities, the following shall occur:

2.1. The Merged Company Units. Each Unit of the Merged Company shall be converted into one (1) Unit of the Surviving Company (the "Merger Consideration").

2.2. The Surviving Company Units. At the Effective Time, each Unit of the Surviving Company issued and outstanding immediately prior to the Effective Time shall be cancelled without the payment of any consideration.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each of the Constituent Entities makes the following representations and warranties: (i) it is a duly organized and lawful existing corporation under the state of its incorporation, (ii) it has filed all federal, state and other governmental tax returns which are required to be filed, and has paid, or has made adequate provision for the payment of, all taxes which have or may become due, (iii) no claims or additional assessments have been made against it by federal, state or other governmental bodies for any taxes, franchise fees or other assessments, (iv) no judicial or administrative proceedings are pending or threatened against it which will have a material adverse effect on its assets or businesses, and (v) it has good and marketable title to all of its property and assets except as otherwise disclosed to the other party hereto.

ARTICLE IV

CONDITIONS OF MERGER

The obligation of the Merged Company and the Surviving Company to consummate and effect the Merger contemplated by this Agreement shall be subject to fulfillment at or prior to the Effective Time of the following conditions:

4.1. Member Approval of Merged Company. This Agreement shall have been approved and adopted by the affirmative vote or written consent of holders of all of the outstanding Units of the Merged Company.

4.2. Member Approval of Surviving Company. This Agreement shall have been approved and adopted by the affirmative vote or written consent of holders of all of the outstanding Units of the Surviving Company.

4.3. Representations and Warranties. The representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the date hereof and immediately prior to the Effective Time.

4.4. Illegality or Legal Constraint. No statute, rule, regulation, executive order, decree, injunction or restraining order shall have been enacted, promulgated or enforced or otherwise made applicable (and not repealed or superseded) by any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality (the "Governmental Entities"), which prohibits the consummation of the transactions contemplated by this Agreement.

4.5. Litigation. No action or proceeding shall be pending or threatened by any Governmental Entity or other party before any court, tribunal or other body seeking to restrain or enjoin the transactions contemplated by this Agreement or to recover damages as a result of such transactions.

4.6. Consents. All consents from other parties required in connection with the Merger shall have been obtained.

ARTICLE V

TERMINATION AND AMENDMENT

5.1. Termination. At any time before the Effective Time, and whether before or after approval of this Agreement by the members of the Merged Company or the members of the Surviving Company, this Agreement may be terminated and the Merger abandoned, or the consummation of the transactions contemplated by the Merger may be delayed, by the Board of Managers of the Surviving Company or the Board of Managers of the Merged Company for any reason, including, without limitation, non-satisfaction of any condition to the consummation of the Merger.

5.2. Effect of Termination. Upon the termination of this Agreement, it shall forthwith become null and void and neither party hereto shall have any liability or further obligation to the other party to this Agreement.

5.3. Amendment. This Agreement may be amended or modified, to the extent permitted by the NJ-Act and FL-Act, only pursuant to an instrument in writing signed by each of the Constituent Entities.

ARTICLE VI

GENERAL AND MISCELLANEOUS PROVISIONS

6.1. Captions. The Article, Section and Paragraph captions herein are inserted for convenience of reference only, do not constitute a part hereof, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

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

6.3. Applicable Law. This Agreement and the issues concerning the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties shall be governed by, and construed in accordance with, the laws of the State of Florida.

6.4. Entire Agreement. This Agreement, including the attachments referred to herein, constitutes the entire agreement with respect to the Merger, and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the Merger, and except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

6.6. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

6.7. Survival. The representations and warranties made herein shall not survive the termination of this Agreement or the Effective Time. This Section 6.7 shall not limit any covenant or agreement of the parties hereto which by its terms contemplates performance after the termination of this Agreement or the Effective Time.

6.8. Merger Expenses. Unless otherwise agreed by the parties hereto, the Surviving Company shall pay all fees, costs and expenses incurred in connection with the Merger and the other actions contemplated by this Agreement.

6.9. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other parties shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile transmission (with a confirming copy sent by overnight courier), to Dennis Omahon, who is an officer of each of the Constituent Entities.

8/28/2013 9:31:43 From: To: 8506176383


(12/12)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

STAFF MNGT NIELSEN S/C, LLC

By: 
Name: Dennis Omaha
Title: Manager

STAFF MANAGEMENT GROUP, LLC

By: 
Name: Dennis Omaha
Title: Manager

Does #1233170-v1