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June 27, 2007

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Titan HR Solutions, LLC

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include
Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

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NEW FILINGS	
	Profit
	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

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TALLAHASSEE, FLORIDA

**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:

L03000000498

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Titan HR Solutions, LLC	Florida	LLC
Barnett Business Services, LLC	Florida	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>
Barnett Business Services, LLC	Florida	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.

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:

July 1, 2007

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:

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: 1200 Harger Rd Suite 820



Oak Brook, IL 60523

Mailing address: 1200 Harger Rd Suite 820

Oak Brook, IL 60523

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:
Barnett Business Services, LLC		Daniel Barnett Manager
Titan HR Solutions, LLC		Daniel Barnett Manager

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

PLAN OF MERGER

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>
Titan HR Solutions, LLC	Florida	LLC
Barnett Business Services, LLC	Florida	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>
Barnett Business Services, LLC	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

See Attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attached

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of June 13, 2007, is by and among TITAN HR SOLUTIONS, LLC, a Florida limited liability company ("TITAN"), and BARNETT BUSINESS SERVICES, LLC, a Florida limited liability company ("BBS").

RECITALS

WHEREAS, all the members of Titan and BBS have heretofore approved the merger ("Merger") of Titan with and into BBS in accordance with Section 608.438 of the Florida Limited Liability Company Act (the "Act") and upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby the parties hereby agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Act, Titan shall be merged with and into BBS at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of Titan shall cease and BBS shall continue as the surviving entity (in such capacity, the "Surviving Entity") and shall succeed to and assume all the rights and obligations of Titan in accordance with the Act.

Section 1.2 Effective Time. Subject to the provisions of this Agreement, as soon as practicable on or after the date hereof, each of Titan and the Surviving Entity shall file articles of merger with the Secretary of State of Florida and the Merger shall become effective at the time such filings are completed ("Effective Time").

Section 1.3 Effects of the Merger. The Merger shall have the effects as set forth in Section 608.4383 of the Act.

Section 1.4 Articles of Organization. At the Effective Time, the Articles of Organization of BBS, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the articles of organization of the Surviving Entity until thereafter changed or amended as provided by the Act.

ARTICLE II
EFFECT OF THE MERGER ON THE OWNERSHIP
INTERESTS OF THE CONSTITUENT ENTITIES

At the Effective Time, by virtue of the Merger and without any action on the part of the parties, the following events shall occur:

(a) The limited liability company membership interests of the members of BBS will continue, in the same amounts and percentages, as limited liability company membership interests in the Surviving Entity.

(b) The limited liability company membership interests of the members of Titan will be extinguished, with no consideration being paid therefore.

ARTICLE III
MISCELLANEOUS

Section 3.1 Amendments and Waiver. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom that waiver is sought to be enforced.

Section 3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and abandoned by the parties. In the event of any termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties hereto or their respective officers, managers or members.

Section 3.3 Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any of the parties hereto and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

Section 3.4 No Third Party Rights. Nothing in this Agreement shall be deemed to create any right in any creditor or other person or entity, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 3.5 Counterparts. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement.


Section 3.6 Severability. Should any clause, sentence, paragraph subsection, Section or Article of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom by the parties hereto, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

Section 3.7 Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements and understandings among the parties hereto, whether written, oral or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective duly authorized representatives on the day and date first written above.

BARNETT BUSINESS SERVICES, LLC,
a Florida limited liability company

By:


Daniel Barnett, Managing Member

TITAN HR SOLUTIONS, LLC,
a Florida limited liability company

By: SPERLING MANAGEMENT GROUP, LLC

By:


Daniel Barnett, Manager