

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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To:

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

From:

Account Name : CORPORATION SERVICE COMPANY  
Account Number : I20000000195  
Phone : (850) 521-1000  
Fax Number : (850) 558-1515

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE  
SMART PAYROLL SOLUTIONS, LLC

Certificate of Status	0
Certified Copy	1
Page Count	14
Estimated Charge	\$68.75

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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G. MCLEOD

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EXAMINER



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached is a form to file Articles of Merger pursuant to section 607.1109 or 617.0302, Florida Statutes. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

**Filing Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

**Mailing Address**

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

**Street Address**

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

For further information, you may contact the Registration Section at (850) 245-6051.

CR2R120 (07/07)

**COVER LETTER**

TO: Registration Section  
Division of Corporations

SUBJECT: Smart Payroll Solutions, LLC <sup>which will change its name to</sup>  
Oasis HR Solutions, LLC upon merger  
(Name of Surviving Party)

Please return all correspondence concerning this matter to:

\_\_\_\_\_  
(Contact Person)  
Corporation Service Company  
\_\_\_\_\_  
(Firm/Company)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State and Zip Code)

For further information concerning this matter, please call:

\_\_\_\_\_ at (\_\_\_\_\_) \_\_\_\_\_  
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Articles of Merger  
For  
Florida Profit or Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
Oasis Outsourcing IV, Inc.	Florida	corporation

**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>
Smart Payroll Solutions, LLC	Florida	LLC

which will change its name to  
Oasis HR Solutions, LLC upon merger

**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.

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TALLAHASSEE, FLORIDA

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**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:

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**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:

N/A

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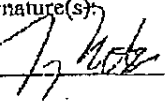
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

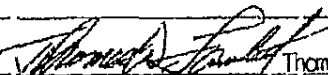
Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Oasis Outsourcing IV, Inc.		Terry Mayette
Smart Payroll Solutions, LLC		

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: \$35.00 Per Party

Certified Copy (optional): \$8.75

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Oasis Outsourcing IV, Inc.		
Smart Payroll Solutions, LLC		Thomas W. Lambert

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:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

**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>
Oasis Outsourcing IV, Inc.	Florida	corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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>
Smart Payroll Solutions, LLC	Florida	LLC

which will change its name to Oasis HR Solutions, LLC upon merger

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

See Exhibit A attached hereto and made a part hereof

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(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 Exhibit A attached hereto and made a part hereof

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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 Exhibit A attached hereto and made a part hereof

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*(Attach additional sheet if necessary)*

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

*(Attach additional sheet if necessary)*

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Mark Perlberg 2054 Vista Parkway, Suite 300, West Palm Beach, FL 33411

Terry Mayotte 2054 Vista Parkway, Suite 300, West Palm Beach, FL 33411

*(Attach additional sheet if necessary)*

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

None

*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

None

*(Attach additional sheet if necessary)*

EXHIBIT A

PLAN OF MERGER

OF

OASIS OUTSOURCING IV, INC.  
(a Florida corporation)

AND

SMART PAYROLL SOLUTIONS, LLC  
(a Florida limited liability company)

This PLAN OF MERGER (hereinafter called this "Plan"), dated as of November 23, 2011, between OASIS OUTSOURCING IV, INC., a Florida corporation (the "Merging Company"), and SMART PAYROLL SOLUTIONS, LLC, a Florida limited liability company (the "Surviving Company"), collectively with the Merging Company, the "Companies").

WHEREAS Merging Company is a corporation organized under the laws of the State of Florida with its principal place of business located at 2054 Vista Parkway, Suite 300, West Palm Beach, Florida 33411; and

WHEREAS Surviving Company is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 12734 Kenwood Lane, Suite 4 Fort Myers, Florida 33907; and

WHEREAS the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida which laws permit such a merger; and

WHEREAS the shareholders of Merging Company and the members of Surviving Company have determined that it is in the best interest of each of the Companies to merge and such shareholders and members have duly approved and authorized the execution and delivery of this Plan; and

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 hereto agree as follows:

**I. THE MERGER: EFFECTIVE TIME**

Section 1.1 The Merger. Subject to the terms and conditions contained in this Plan, at the Effective Time (as defined in Section 1.2) Merging Company shall be merged with and into Surviving Company and the separate existence of Merging Company shall thereupon cease (the "Merger"). Surviving Company shall be the surviving entity in the Merger and shall continue to be governed by the laws of the State of Florida, and the separate company existence of Surviving

Company with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective at the time (the "Effective Time") of the filing of the Articles of Merger in accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act, or at such later time which the parties hereto shall have agreed upon and designated in such filings as the effective time of the Merger.

## II. ARTICLES OF ORGANIZATION OF THE SURVIVING COMPANY

Section 2.1 Articles of Organization. The Articles of Organization of Surviving Company shall be the Articles of Organization of the Surviving Company, until duly amended in accordance with its terms and the Florida Limited Liability Company Act. The name of the surviving company shall be changed to "Oasis HR Solutions, LLC" at the Effective Time.

Section 2.2 Unit(s). The unit(s) of interest of the members shall be as set forth in the Operating Agreement of the Surviving Company.

## III. MANAGERS, DIRECTORS AND OFFICERS OF THE SURVIVING LLC

The individuals that are the directors and officers of the Merging Company immediately prior to the Merger shall be the managers and officers of the Surviving Company after the Merger.

## IV. CANCELLATION OF MEMBER INTERESTS IN THE MERGER

At the Effective Time, each share of common stock of Merging Company outstanding immediately prior to the Effective Time shall by virtue of the Merger be converted into and become membership units of Surviving Company, and each membership unit of Surviving Company outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the surrender of certificates or any other action by the holder of such member interests, be cancelled.

## V. TERMINATION AND AMENDMENT

Section 5.1 Termination by Mutual Consent. This Plan may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Plan by the stockholders of Merging Company, or by the mutual consent of the Companies by action of their respective equityholders.

Section 5.2 Effect of Termination and Abandonment. In the event of termination of this Plan and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors, officers or members) shall have any liability or further obligation to any other party to this Plan, except that nothing herein will relieve any party from liability for any breach of this Plan.

Section 5.3 Amendment. The directors, managers and equityholders of each Company may amend this Plan at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Plan by the directors, managers and equityholders of either of the Companies shall not, without further approval by the directors, managers and equityholders of the other Company, (i) alter or change the amount or kind of units, securities, and/or rights to be received by Surviving Company members in exchange for or on conversion of all or any of their member interests of Surviving Company; (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Plan if such alteration or change would adversely affect the shareholders of Merging Company. This Plan shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

#### VI. MISCELLANEOUS AND GENERAL

Section 6.1 Counterparts. For the convenience of the parties hereto, this Plan may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 6.3 Entire Plan, etc. This Plan (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 6.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Plan and shall not be deemed to limit or otherwise affect any of the provisions hereof.