

CCRS  
103 N. MERIDIAN STREET, LOWER LEVEL  
TALLAHASSEE, FL 32301  
222-1173

P98000028572

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: CINDY HICKS

DATE: 12-28-00

100003515621--4  
-12/28/00--01029--026  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

REF. #: 0163. 14040 ~~11161~~ Merger

CORP. NAME: South East Personnel  
Leasing Services, Inc into Bar Group Inc

- |                                                      |                                                 |                                                  |
|------------------------------------------------------|-------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1                  | <input type="checkbox"/> UCC-3                   |
| <input type="checkbox"/> OTHER:                      |                                                 |                                                  |

STATE FEES PREPAID WITH CHECK# 9720 FOR \$ 78

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$

PLEASE RETURN:

- |                                                           |                                                       |                                                        |
|-----------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> CERTIFIED COPY                   | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input checked="" type="checkbox"/> CERTIFICATE OF STATUS |                                                       |                                                        |

Examiner's Initials

RECEIVED  
00 DEC 28 AM 10:11  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
DEC 28 PM 2:30  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SOUTH EAST PERSONNEL LEASING SERVICES, INC., a Fla corp.  
P96000008846

INTO

**BAR GROUP, INC.**, a Florida entity, P98000028572

File date: December 28, 2000, effective January 1, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE  
1/1/01

ARTICLES OF MERGER

OF

SOUTH EAST PERSONNEL LEASING SERVICES, INC.

INTO

BAR GROUP, INC.

FILED  
00 DEC 28 PM 2:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

UNDER SECTION 607.1105 OF THE

*FLORIDA STATUTES*

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names of the corporations which are parties to the merger are **SOUTH EAST PERSONNEL LEASING SERVICES, INC.**, a Florida corporation, and **BAR GROUP, INC.**, a Florida corporation. The surviving corporation is **BAR GROUP, INC.**, and is to be governed by the laws of the State of Florida

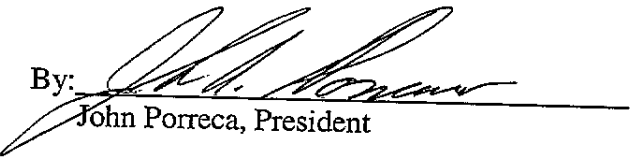
**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

**THIRD:** The Agreement and Plan of Merger was duly adopted pursuant to a written action and consent by the sole director and shareholder of **SOUTH EAST PERSONNEL LEASING, INC.**, as of the 27th day of December, 2000, which was sufficient for approval, and was also duly adopted pursuant to a written action and consent by the sole director and shareholder of **BAR GROUP, INC.**, as of the 27th day of December, 2000, which was sufficient for approval.

**FOURTH:** The Merger shall become effective on January 1, 2001 in accordance with the Florida Business Corporation Act.

**IN WITNESS WHEREOF,** each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers to be effective the 1<sup>st</sup> day of January, 2001.

**SOUTH EAST PERSONNEL LEASING  
SERVICES, INC.,** a Florida corporation

By:   
John Porreca, President

**BAR GROUP, INC.,** a Florida corporation

By:   
John Porreca, President

#759812 v1 - 6425-001

## **EXHIBIT "A"**

### **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** dated this 27th day of December, 2000, is made and entered into by and between **SOUTH EAST PERSONNEL LEASING SERVICES, INC.**, a Florida corporation ("SOUTH EAST"), and **BAR GROUP, INC.**, a Florida corporation (the "**SURVIVING CORPORATION**"). **SOUTH EAST** and the **SURVIVING CORPORATION** are sometimes referred to herein as the "Constituent Corporations."

#### **WITNESSETH:**

**WHEREAS, SOUTH EAST** is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 7,500 shares of Common Stock, par value \$1.00.

**WHEREAS, the SURVIVING CORPORATION** is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 100 shares of Common Stock, par value \$1.00.

**WHEREAS, the Board of Directors of each Constituent Corporation** deems it advisable for the general welfare of such Constituent Corporation and its shareholder that **SOUTH EAST** be merged into the **SURVIVING CORPORATION** which shall be the surviving corporation and that the name of the surviving corporation will be "**BAR GROUP, INC.**"

**NOW, THEREFORE, the Constituent Corporations** hereby agree that **SOUTH EAST** shall be merged with and into the **SURVIVING CORPORATION** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger:

#### **ARTICLE I**

##### **The Constituent Corporations**

The names of the Constituent Corporations to the merger are **SOUTH EAST PERSONNEL LEASING SERVICES, INC.** (Florida Charter No. p96000008846) and **BAR GROUP, INC.** (Florida Charter No. P98000028572).

#### **ARTICLE II**

##### **The Merger**

On the Effective Date, as hereinafter defined, **SOUTH EAST** shall be merged with and into the **SURVIVING CORPORATION** (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes* Chapter 607 (the "Florida Law").

### **ARTICLE III**

#### **Effect of Merger**

From and after the filing of the Articles of Merger in accordance with Article VIII hereof, the Constituent Corporations shall be a single corporation, which shall be the **SURVIVING CORPORATION**. From and after such filing, the separate existence of **SOUTH EAST** shall cease, while the corporate existence of the **SURVIVING CORPORATION** shall continue unaffected and unimpaired. The **SURVIVING CORPORATION** shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The **SURVIVING CORPORATION** shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the **SURVIVING CORPORATION** without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The **SURVIVING CORPORATION** shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the **SURVIVING CORPORATION** may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

### **ARTICLE IV**

#### **Articles of Incorporation and Bylaws; Officers and Directors**

The Articles of Incorporation and Bylaws of the **SURVIVING CORPORATION** shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

Persons currently serving as the Directors and Officers of the **SURVIVING CORPORATION** shall continue to hold such positions after the Effective Date hereof.

### **ARTICLE V**

#### **Treatment of Shares of Constituent Corporations**

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Plan of Merger:

(a) Each share of the Common Stock of the **SURVIVING CORPORATION** outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, continue to be outstanding with no adjustment as a result of the Merger.

(b) With the exception noted below, each share of the Common Stock of **SOUTH EAST** issued and outstanding immediately prior to the Effective Date of the Merger shall, by

virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled.

#### **ARTICLE VI** **Surrender of Certificates**

Each record holder of an outstanding certificate or certificates which represent shares of **SOUTH EAST** Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Agreement and Plan of Merger.

#### **ARTICLE VII** **Further Assurance**

If at any time after the Effective Date the **SURVIVING CORPORATION** shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the **SURVIVING CORPORATION**, according to the terms hereof, the title to any property or rights of the Constituent Corporation, the last acting officers and Directors of the Constituent Corporation, as the case may be, or the corresponding officers and Directors of the **SURVIVING CORPORATION** shall and will execute and make all such proper assignments or assurances and 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 and Plan of Merger.

#### **ARTICLE VIII** **Approval by Shareholders**

This Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholder(s) of each Constituent Corporation for approval, unless such approval is not otherwise required, as provided by the Florida Law on or before the 31<sup>st</sup> day of December, 2000. If duly adopted by the requisite vote of such Shareholders if so required, Articles of Merger meeting the requirements of the Florida Law shall be filed immediately in the appropriate office in Florida.

#### **ARTICLE IX** **Effective Date**

The merger of **SOUTH EAST** into the **SURVIVING CORPORATION** shall become effective on January 1, 2001 in accordance with Florida Law. The date on which such merger shall become effective is herein called the "Effective Date."

#### **ARTICLE X** **Covenants of SOUTH EAST**

**SOUTH EAST** covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XI**  
**Covenants of the Surviving Corporation**

The **SURVIVING CORPORATION** covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE XII**  
**Termination**

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

**IN WITNESS WHEREOF**, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

**SOUTH EAST PERSONNEL LEASING  
SERVICES, INC.,** a Florida corporation

By: \_\_\_\_\_

John A. Porreca, President

**"SOUTH EAST"**

**BAR GROUP, INC.,** a Florida corporation

By: \_\_\_\_\_

John A. Porreca, President

**"SURVIVING CORPORATION"**

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