

Aug 16, 2007 10:11 AM

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Division of Corporations

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Account Number : I20020000137
Phone : (904)301-1269
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MERGER OR SHARE EXCHANGE

Custom Staffing, Inc.

Certificate of Status	0
Certified Copy	2
Page Count	11
Estimated Charge	587.50

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TALLAHASSEE, FLORIDA

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Susan Payne

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From: Account Name : DECKER, KAYLEE - WIDOW & FEE - 2 1
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MERGER OR SHARE EXCHANGE

Custom Staffing, Inc.

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ARTICLES OF MERGER
OF
CSI SEARCH GROUP, INC.,
A FLORIDA CORPORATION,
WITH AND INTO
CUSTOM STAFFING, INC.,
A FLORIDA CORPORATION

EFFECTIVE DATE
7/1/07

Custom Staffing, Inc., a Florida corporation (the "Surviving Company"), pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Act"), hereby delivers these Articles of Merger (these "Articles") to the Department of State of the State of Florida for filing. For purposes of complying with the applicable provisions of the Act with respect to the merger of CSI Search Group, Inc., a Florida corporation (the "Terminating Company"), with and into the Surviving Company (the "Merger"), the Surviving Company has caused its duly authorized officers to execute and deliver these Articles, and to acknowledge, certify and state under penalty of perjury, the following:

ARTICLE I
NAMES, PRINCIPAL ADDRESSES AND JURISDICTIONS
OF THE CONSTITUENT CORPORATION

The name, principal address and jurisdiction of each of the constituent corporation involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Surviving Company 9995 North Gate Parkway, Suite 100 Jacksonville, Florida 32246	Florida	Corporation
Terminating Company 9995 North Gate Parkway, Suite 100 Jacksonville, Florida 32246	Florida	Corporation

ARTICLE II
SURVIVING CORPORATION

The Surviving Company is the surviving corporation in the Merger.

ARTICLE III
AGREEMENT AND PLAN OF MERGER

Each of the Terminating Company and the Surviving Company adopted, approved, authorized, confirmed and ratified that certain Agreement and Plan of Merger, dated as of June 29, 2007, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable provisions of the Act. Pursuant to sections 607.1103 and 607.0706(1) of the Act, the shareholders of the Terminating Company and the Surviving Company waived any notice requirements before the approval of the Merger Agreement and the filing of these Articles of Merger with the Department of State of the State of Florida.

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**ARTICLE IV
DIRECTOR APPROVAL**

4.1 Terminating Company.

Pursuant to the applicable provisions of the Act, the Terminating Company's directors adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and these Articles by Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated June 29, 2007.

4.2 Surviving Company.

Pursuant to the applicable provisions of the Act, the Surviving Company's directors adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and these Articles by Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated June 29, 2007.

**ARTICLE V
SHAREHOLDER APPROVAL**

5.1 Terminating Company.

Pursuant to the applicable provisions of the Act, the Terminating Company's shareholders adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and these Articles by Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated June 29, 2007.

5.2 Surviving Company.

Pursuant to the applicable provisions of the Act, the Surviving Company's shareholders adopted, approved, authorized, confirmed and ratified the Merger, the Merger Agreement and these Articles by Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated June 29, 2007.

**ARTICLE VI
COMPLIANCE WITH APPLICABLE LAWS**

The Terminating Company has taken all actions required by the Act to adopt, approve, authorize, confirm and ratify the Merger, the Merger Agreement and the performance by the Terminating Company of all of its rights and obligations contained in the Merger Agreement.

**ARTICLE VII
EFFECTIVE DATE AND TIME**

The Merger shall be effective as of 12:01 a.m. on July 1, 2007.

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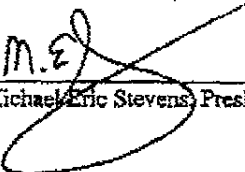
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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed and delivered by its duly authorized officers as of June 29, 2007.

CUSTOM STAFFING, INC.

By: 
Michael Eric Stevens, President

CSI SEARCH GROUP, INC.

By: 
Michael Eric Stevens, President

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EXHIBIT A

Agreement and Plan of Merger

See attached.

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PLAN OF MERGER AND REORGANIZATION

This **PLAN OF MERGER AND REORGANIZATION** (this "**Agreement**"), dated as of June 29, 2007, is by and between Custom Staffing, Inc., a Florida corporation with its principal address at 9995 North Gate Parkway, Suite 100, Jacksonville, Florida 32246 (the "**Surviving Company**"), and CSI Search Group, Inc., a Florida corporation with its principal address at 9995 North Gate Parkway, Suite 100, Jacksonville, Florida 32246 (the "**Terminating Company**").

RECITALS

A. Section 607.1101 of the Florida Business Corporation Act (the "**Act**") allows a corporation to merge with and into another corporation if the parties to the merger comply with the Act.

B. In accordance with the applicable terms and conditions contained in the Act, (i) the Terminating Company's shareholders approved the merger of the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated as of June 29, 2007, and (ii) the Terminating Company's directors approved the merger of the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated as of June 29, 2007.

C. In accordance with the applicable terms and conditions contained in the Act, (i) the Surviving Company's shareholders approved the merger of the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated as of June 29, 2007, and (ii) the Surviving Company's directors approved the merger of the Terminating Company with and into the Surviving Company upon the terms and conditions contained in this Agreement by executing the Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated as of June 29, 2007.

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

1.1 The Merger.

Upon the terms and conditions contained in this Agreement, and in accordance with the applicable terms and conditions contained in the Act, the Terminating Company shall be merged with and into the Surviving Company (the "**Merger**") at the Effective Time (as defined in Section 1.2). As a result of the Merger, the separate existence of the Terminating Company shall cease and the Surviving Company shall continue as the surviving corporation of the Merger. The Surviving Company's name shall remain unchanged by the Merger.

1.2 Effective Time of the Merger

The Merger shall be effective at 12:01 a.m. on July 1, 2007 (the "**Effective Time**").

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1.3 Effect of the Merger.

Except as expressly provided elsewhere in this Agreement, the Terminating Company and the Surviving Company shall be affected by the Merger in the manner provided by the applicable terms and conditions contained in the Act.

1.4 Articles of Incorporation and Shareholders' Agreement of the Surviving Company.

(a) Articles of Incorporation. The Surviving Company's Second Amended and Restated Articles of Incorporation, as in effect immediately prior to the Effective Time, shall remain the Surviving Company's Second Amended and Restated Articles of Incorporation from and after the Effective Time until it is amended, modified, supplemented and/or restated pursuant to the applicable terms and conditions contained in the Act.

(b) Bylaws. The Surviving Company's Bylaws, as in effect immediately prior to the Effective Time, shall remain the Surviving Company's Bylaws from and after the Effective Time until they are amended, modified, supplemented and/or restated pursuant to the applicable terms and conditions contained in the Act and/or the Surviving Company's Second Amended and Restated Articles of Incorporation.

(c) Shareholders' Agreement. The Surviving Company's Shareholders Agreement, as in effect immediately prior to the Effective Time, shall remain the Surviving Company's Shareholders' Agreement from and after the Effective Time until it is amended, supplemented, modified, restated and/or repealed pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's Second Amended and Restated Articles of Incorporation, the Surviving Company's Bylaws and/or the Surviving Company's Shareholders' Agreement.

1.5 Directors and Officers of the Surviving Company.

(a) Directors. The Surviving Company's directors in office immediately prior to the Effective Time shall remain the Surviving Company's directors from and after the Effective Time until such directors' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's Second Amended and Restated Articles of Incorporation, the Surviving Company's Bylaws and/or the Surviving Company's Shareholders' Agreement, or until the earlier of such directors' respective deaths, resignations or removals.

(b) Officers. The Surviving Company's officers in office immediately prior to the Effective Time shall remain the Surviving Company's officers from and after the Effective Time until such officers' respective successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Act, the Surviving Company's Second Amended and Restated Articles of Incorporation, the Surviving Company's Bylaws and/or the Surviving Company's Shareholders' Agreement, or until the earlier of such officers' respective deaths, resignations or removals.

1.6 Taking of Necessary Action; Further Assurances.

Prior to the Effective Time, the parties hereto shall take, or cause to be taken, all such actions as may be necessary, proper or advisable in order to effectuate the Merger pursuant to the terms and conditions contained in this Agreement.

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ARTICLE II

EFFECT OF MERGER ON SHARES AND OTHER SECURITIES

2.1 The Terminating Company's Shares.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Company or the Surviving Company, all of the Terminating Company's issued and outstanding shares automatically shall be converted into shares of the Surviving Company such that each share in the Terminating Company shall be converted into one (1) share of common stock of the Surviving Company.

2.2 The Terminating Company's Other Securities.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Company or the Surviving Company, any and all options, warrants and other securities exercisable or exchangeable for, or convertible into, the Terminating Company's shares or other securities of the Terminating Company shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

2.3 The Surviving Company's Shares.

At the Effective Time, by virtue of the Merger and without any further action on the part of the Terminating Company or the Surviving Company, the Surviving Company's shares of stock shall not be affected or changed by the Merger.

2.4 The Surviving Company's Other Securities.

The Surviving Company's options, warrants and other securities exercisable or exchangeable for, or convertible into, the Surviving Company's shares or other securities of the Surviving Company shall not be affected or changed by the Merger.

ARTICLE III

APPROVAL OF AGREEMENT; FILING OF DOCUMENTS

3.1 Approval.

(a) The Surviving Company's directors, by Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated as of June 29, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger.

(b) The Surviving Company's shareholders, by Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated as of June 29, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger.

(c) The Terminating Company's directors, by Unanimous Written Consent of the Directors in Lieu of a Special Meeting dated as of June 29, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger.

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(d) The Terminating Company's shareholders, by Unanimous Written Consent of the Shareholders in Lieu of a Special Meeting dated as of June 29, 2007, have adopted, approved, authorized, confirmed and ratified this Agreement and the Merger.

3.2 Filing of Articles of Merger in Florida.

As soon as practicable, but in no event later than June 29, 2007, (i) the Terminating Company shall execute the Articles of Merger, in the form attached hereto as Exhibit A (the "Articles"), (ii) the Surviving Company shall execute the Articles, and (iii) the Surviving Company shall cause the Articles to be delivered to and filed with the Department of State of the State of Florida, pursuant to the terms and conditions contained in the Act.

ARTICLE IV

MISCELLANEOUS

4.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," and other words of similar import refer to this Agreement as a whole, including the Articles, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement or the Articles. All references to articles, sections, subsections, paragraphs, subparagraphs and clauses mean the articles, sections, subsections, paragraphs, subparagraphs and clauses contained in this Agreement and Articles, except where otherwise stated. The title of and the article, section and paragraph headings contained in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or conditions contained in this Agreement. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

4.2 Governing Law.

All questions concerning the construction, enforceability, interpretation, and validity of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether in the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to apply. In furtherance of the foregoing, the internal laws of the State of Florida shall control the construction and interpretation of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction ordinarily would apply.

4.3 Remedies.

Each of the parties hereto shall have and retain all rights and remedies existing in its favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive relief and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any term or condition contained in this Agreement, and all such rights and remedies shall, to the extent permitted by applicable law, be cumulative and a party's exercise or pursuit of any such right or remedy shall not preclude such party from exercising or pursuing any other available right or remedy.

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4.4 Notices.

All notices or other communications delivered pursuant to the terms and conditions contained in this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, telecopied, sent by nationally-recognized, overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to the Surviving Company, to:

Custom Staffing, Inc.
9995 North Gate Parkway, Suite 100
Jacksonville, Florida 32246
Attention: Eric Stevens
Telephone No.: (904) 338-9515
Facsimile No.: (904) 338-9521

(b) If to the Terminating Company, to:

CSI Search Group, Inc.
9995 North Gate Parkway, Suite 100
Jacksonville, Florida 32246
Attention: Eric Stevens
Telephone No.: (904) 338-9515
Facsimile No.: (904) 338-9521

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery (if sent on a business day, or if sent on other than a business day, on the next business day after the date sent), (iii) in the case of delivery by nationally-recognized, overnight courier, on the business day following dispatch, and (iv) in the case of mailing, on the third business day following such mailing.

4.5 Benefits of Agreement; Assignment.

All of the terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the express prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 4.5 shall be *void ab initio*.

4.6 No Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

4.7 Amendments.

This Agreement shall not be amended, modified, supplemented or otherwise altered except pursuant to a written document that is executed and delivered by each of the parties hereto.

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4.8 Entire Agreement.

This Agreement and the other agreements and documents referenced herein (including the Articles) contain all of the agreements and understandings among the parties hereto with respect to the subject matter contained in this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter contained in this Agreement.

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

CUSTOM STAFFING, INC.

By: M. E. Stevens
Michael Eric Stevens, President

CSI SEARCH GROUP, INC.

By: M. E. Stevens
Michael Eric Stevens, President

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EXHIBIT A
Articles of Merger
See attached.

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