

# F32839



ACCOUNT NO. : 072100000032

REFERENCE : 525257 4336650

AUTHORIZATION :

*Patricia Pizeto*

COST LIMIT : \$ 148.75

ORDER DATE : December 21, 1999

ORDER TIME : 10:26 AM

ORDER NO. : 525257-120

400003080004--5

CUSTOMER NO: 4336650

CUSTOMER: Ms. Michelle E. Smith  
Baker & Mckenzie  
19th Floor  
1200 Brickell Avenue  
Miami, FL 33131

ARTICLES OF MERGER

THE EXECUTIVE SPEAKER, INC.

EFFECTIVE DATE  
1/2/2000

INTO

NORRELL CORPORATION

RECEIVED  
99 DEC 27 AM 9:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 DEC 27 AM 10:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Janine Lazzarini

EXAMINER'S INITIALS: \_\_\_\_\_

*merger*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

NORRELL SERVICES OF TEXAS, INC., a nonqualified Georgia corp.  
NORRELL SERVICES INTERNATIONAL, INC., a nonqualified Georgia corp.  
THE EXECUTIVE SPEAKER, INC., a FL corp., F32839

INTO

**NORRELL CORPORATION.** a Delaware corporation not qualified in Florida

File date: December 27, 1999, effective January 2, 2000

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 148.75



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

December 28, 1999

CSC  
Attn: Janinen Lazzarini  
Tallahassee, FL

SUBJECT: THE EXECUTIVE SPEAKER, INC.  
Ref. Number: F32839

**RESUBMIT**  
Please give original  
documents as file date.

We have received your document for THE EXECUTIVE SPEAKER, INC. .  
However, the enclosed document has not been filed and is being returned to you  
for the following reason(s):

Please indicate the date of adoption by the directors of the surviving corporation  
at least. The date is not indicated.

If four corporations are indicated in the articles of merger, the fee to file the  
merger is \$140. An additional \$8.75 is needed for the certified copy. The amount  
originally authorized is \$78.75.

If you have any questions concerning this matter, please either respond in writing  
or call (850) 487-6901.

Susan Payne  
Senior Section Administrator

Letter Number: 799A00060368

RECEIVED  
99 DEC 30 AM 10:46  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

99 DEC 27 AM 10:42

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
of**

**NORRELL SERVICES OF TEXAS, INC., a Georgia corporation,**

**NORRELL SERVICES INTERNATIONAL, INC., a Georgia corporation,**

**and**

**THE EXECUTIVE SPEAKER, INC., a Florida corporation,**

**EFFECTIVE DATE**  
1/2/2000

**with and into**

**NORRELL CORPORATION, a Delaware corporation**

Pursuant to Sections 607.1101, 607.1103 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), The Executive Speaker, Inc., a Florida Corporation ("Executive Speaker"), Norrell Services of Texas, Inc., a Georgia Corporation ("Norrell Services"), Norrell Services International, Inc., a Georgia Corporation ("Norrell Services International") (Norrell Services, Norrell Services International and Executive Speaker are hereinafter collectively referred to as the "Merging Corporations"), and Norrell Corporation, a Delaware Corporation (the "Surviving Corporation") adopted on the \_\_\_\_ day of December, 1999, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FBCA, and hereby certify as follows:

**ARTICLE I**

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 607.1103 of the FBCA, provides for the merger of the Merging Corporations with and into the Surviving Corporation, with Norrell Corporation as the surviving corporation (the "Merger").

**ARTICLE II**

The attached Plan of Merger meets the requirements of section 607.1101 of the FBCA, and was approved by each domestic corporation and foreign corporation that is a party to the merger in accordance with Chapter 607 of the FBCA.

### ARTICLE III

Effective Sunday, January 2, 2000, at 10:01 AM, the Surviving Corporation will merge the following wholly-owned subsidiaries with and into the Surviving Corporation: (i) Norrell Finance Company, a Nevada corporation, (ii) Norrell Enterprises Corporation, a Nevada corporation, (iii) CallTask Incorporated, a Georgia corporation, (iv) Dynamic Temporary Services, Inc., a Georgia corporation, and (v) Accounting Resources, Inc., a Rhode Island corporation (the "Initial Merger").

### ARTICLE IV

Effective Sunday, January 2, 2000, at 12:01 PM, the Surviving Corporation will merge the following wholly-owned subsidiaries with and into the Surviving Corporation: (i) Norrell Services, Inc., a Georgia corporation, (ii) Tascor Resources Corporation, a Georgia corporation, (iii) Tascor Incorporated, a Georgia corporation, (iv) Valley Temporary Services, Inc., an Arizona corporation, and (v) Manzanita Resources, Inc., an Arizona corporation ("Second Tier Merger").

### ARTICLE V

The Surviving Corporation, at the effective time of the Second Tier Merger, will constitute the sole shareholder of the Merging Corporations, and as a sole shareholder in writing waived the necessity of the mailing of a copy of the Plan of Merger. Pursuant to and in accordance with the waiver, no mailing of the Plan of Merger was made to the Surviving Corporation.

### ARTICLE VI

Pursuant to Section 607.1104, the shareholder approval of the Surviving Corporation and the Merging Corporations was not required.

### ARTICLE VII

The Merger shall be effective as of the 2<sup>nd</sup> day of January, 2000 at 3:01 PM (the "Effective Time"). At the Effective Time, the separate existence of each of the corporations shall cease and the Merging Corporations shall be merged with and into the Surviving Corporation in accordance with the terms and conditions of the Plan of Merger.

### ARTICLE VIII

The date of adoption of the directors of the surviving corporation is December 13, 1999.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 23rd day of December, 1999.

**THE EXECUTIVE SPEAKER, INC.**  
(a Florida Corporation)

By: Robert E. Livonius  
Print Name: Robert E. Livonius  
Title: Executive Vice President

**NORRELL SERVICES OF TEXAS, INC.**  
(a Georgia Corporation)

By: Robert E. Livonius  
Print Name: Robert E. Livonius  
Title: Executive Vice President

**NORRELL SERVICES INTERNATIONAL, INC.**  
(a Georgia Corporation)

By: Robert E. Livonius  
Print Name: Robert E. Livonius  
Title: Executive Vice President

**NORRELL CORPORATION**  
(a Delaware Corporation)

By: Robert E. Livonius  
Print Name: Robert E. Livonius  
Title: Executive Vice President

**AGREEMENT AND PLAN OF MERGER  
OF  
NORRELL SERVICES OF TEXAS, INC., a Georgia corporation,  
NORRELL SERVICES INTERNATIONAL, INC., a Georgia corporation,  
and  
THE EXECUTIVE SPEAKER, INC., a Florida corporation,  
with and into  
NORRELL CORPORATION, a Delaware corporation**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is executed as of December \_\_, 1999 by and between NORRELL SERVICES OF TEXAS, INC., a Georgia corporation incorporated on ("Norrell Services"), NORRELL SERVICES INTERNATIONAL, INC., a Georgia corporation ("Norrell Services International"), and THE EXECUTIVE SPEAKER, INC., a Florida corporation ("Executive Speaker") (Norrell Services, Norrell Services International and Executive Speaker are hereinafter collectively referred to as the "Merging Corporations") and NORRELL CORPORATION, a Delaware corporation (the "Surviving Corporation"). The Surviving Corporation and the Merging Corporations are sometimes hereinafter referred to jointly as the "Constituent Corporations."

**RECITAL**

The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interest of said corporations and their respective shareholders that the Merging Corporations merge with and into the Surviving Corporation.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Merging Corporations shall be merged into the Surviving Corporation in accordance with the applicable provisions of the General corporation Law of the State of Delaware, as amended (the "DGCL"), the Georgia Business Corporation Code, as amended (the "GBCC") and the Florida Business Corporation Act, as amended (the "FBCA"), and upon the following terms and conditions:

**ARTICLE I  
BACKGROUND**

Section 1.1. Organization of the Parties. Norrell Services and Norrell Services International are corporations duly organized and existing under the laws of the State of Georgia. Executive Speaker is a corporation duly organized and existing under the laws of the State of Florida. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware.

Section 1.2. Merging Corporations' Capital Stock. Norrell Services has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$.01 par value per share, of which one hundred (100) shares are now duly issued and outstanding. Norrell Services International has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$1.00 par value per share, of which one thousand (1,000) shares are now duly issued and outstanding. Executive Speaker has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$1.00 par value per share, of which five hundred (500) shares are now duly issued and outstanding.

Section 1.3. Surviving Corporation's Capital Stock. The Surviving Corporation has authorized capital stock consisting of One Thousand (1,000) shares of common stock, \$.01 par value per share, of which one hundred (100) shares are now duly issued and outstanding.

Section 1.4. Initial Merger. Effective Sunday, January 2, 2000, at 10:01 AM, the Surviving Corporation will merge the following wholly-owned subsidiaries with and into the Surviving Corporation: (i) Norrell Finance Company, a Nevada corporation, (ii) Norrell Enterprises Corporation, a Nevada corporation, (iii) CallTask Incorporated, a Georgia corporation, (iv) Dynamic Temporary Services, Inc., a Georgia corporation, and (v) Accounting Resources, Inc., a Rhode Island corporation (the "Initial Merger"). Whereas, Norrell Finance Company owns 100% of the issued and outstanding shares of Norrell Services, Tascor Resources and Tascor Incorporated and Norrell Enterprises Corporation owns 100% of the issued and outstanding shares of Manzanita Resources and Valley Temporary.

Section 1.5. Second Tier Merger. Effective Sunday, January 2, 2000, at 12:01 PM, the Surviving Corporation will merge the following wholly-owned subsidiaries with and into the Surviving Corporation: (i) Norrell Services, Inc., a Georgia corporation, (ii) Tascor Resources Corporation, a Georgia corporation, (iii) Tascor Incorporated, a Georgia corporation, (iv) Valley Temporary Services, Inc., an Arizona corporation, and (v) Manzanita Resources, Inc., an Arizona corporation ("Second Tier Merger").

Section 1.6. Desire to Merge. At the effective time of the Second Tier Merger, the Surviving Corporation will own all issued and outstanding shares of the Merging Corporations. At such time, the Merging Corporations and the Surviving Corporation desire to effect a statutory subsidiary-parent merger of the Merging Corporations with and into the Surviving Corporation (the "Merger") in the manner herein set forth, and the Board of Directors of the parties hereto have duly adopted resolutions, by written consent, approving this Agreement and the Merger.

## **ARTICLE 2 PARTIES TO PROPOSED MERGER**

Section 2.1. The Merging Corporations. The name of the corporations proposing to merge into the Surviving Corporation are NORRELL SERVICES OF TEXAS, INC., NORRELL SERVICES INTERNATIONAL, INC. and THE EXECUTIVE SPEAKER, INC.

Section 2.2. The Surviving Corporation. The name of the corporation into which the Merging Corporations proposes to merge is NORRELL CORPORATION.

## **ARTICLE 3 TERMS AND CONDITIONS OF PROPOSED MERGER AND MODE OF CARRYING IT INTO EFFECT**

Section 3.1. General. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporations shall merge with and into the Surviving Corporation, which shall survive the merger and continue to be a Delaware corporation; (b) the separate existence and corporate organization of the Merging Corporations shall cease upon the Effective Date of the Merger, as provided by the DGCL, the GBCC and the FBCA; (c) the corporate existence of Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; (d) the Surviving Corporation shall be governed by the laws of the State of Delaware and succeed to all rights, assets, liabilities and obligations of the Merging Corporations as set forth in the DGCL; and (e) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of the common stock of the Surviving Corporation in accordance with their terms.



Section 3.2. Effective Date of the Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be Sunday, January 2, 2000, at 3:01 p.m. The date of adoption is 12/23/1999.

Section 3.3. Private Property of Shareholders. The private property of the shareholders of the Merging Corporations and of the Surviving Corporation shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

#### **ARTICLE 4 MANNER AND BASIS OF CONVERTING SHARES OF CAPITAL STOCK OF THE MERGING CORPORATIONS INTO SHARES OF THE SURVIVING CORPORATION**

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of each of the Merging Corporations shall automatically and by operation of law be canceled without any consideration being issued or paid therefor and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation, without any action on the part of the holder thereof, shall remain issued and outstanding and the certificates evidencing these shares shall remain valid.

#### **ARTICLE 5 ARTICLES OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION**

The Articles of Incorporation of each of the Merging Corporations on the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law. Also, upon the Effective Date of the Merger, the By-laws of each of the Merging Corporations shall be the By-laws of the Surviving Corporation until thereafter amended in accordance with applicable law.

#### **ARTICLE 6 DIRECTORS AND OFFICERS**

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall be the current directors and officers of the Surviving Corporation, each to hold office until their successors shall have been elected and shall have been qualified or until their earlier resignation or removal.

#### **ARTICLE 7 REPRESENTATIONS AND WARRANTIES**

Section 7.1. Each of the Merging Corporations represents and warrants as follows:

(a) Organization and Good Standing. It is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement and Plan of Merger by it have been duly and validly authorized and approved by all necessary corporate action.

Section 7.2. The Surviving Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement and Plan of Merger by the Surviving Corporation have been duly and validly authorized and approved by all necessary corporate action.

## **ARTICLE 8 EFFECTS OF MERGER**

The Merger shall have the effect provided therefor by the DGCL, the GBCC and the FBCA. As of the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Merging Corporations; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporations, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property or any interest therein, vested in the Merging Corporations, shall not revert to or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of the Merging Corporations (including, without limitation, all federal, state and local tax obligations and liabilities of the Merging Corporations); and any claims existing by or against the Merging Corporations may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of the Merging Corporations. The rights of any creditors of the Merging Corporations shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of the Merging Corporations.

## **ARTICLE 9 CORPORATE APPROVALS AND TERMINATION**

Section 9.1. Corporate Approvals. Pursuant to Section 253 of the DGCL, Section 14-2-1104 of the GBCC and Section 607.1104 of the ABCA, this Agreement and related matters is not required to be submitted to the shareholders of the Surviving Corporation or the Merging Corporations to vote or consent with respect thereto.

Section 9.2. Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by any of the Merging Corporations or the Surviving Corporation by appropriate resolution of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporations nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

## **ARTICLE 10 MISCELLANEOUS**

Section 10.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporations or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporations shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporations, or otherwise, to take any and all such action.

Section 10.2. Costs. All costs in connection with this Agreement and Plan of Merger will be paid by the Surviving Corporation.

Section 10.3. Payment of Dissenters. Pursuant to the DGCL, the GBCC and the FBCA, there are no dissenting shareholders because the Surviving Corporation is the sole shareholder of each of the Merging Corporations.

Section 10.4. Procedure. Each party will in a timely manner follow the procedures provided by Delaware, Georgia and Florida law in connection with the statutory merger including the filing of appropriate Certificate of Ownership and Merger, Articles of Merger, and/or Certificates of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

Section 10.5. Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization under Internal Revenue Code Section 368. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

EXECUTED as of the date first above written.

ATTEST:

By: [Signature]  
Assistant-Secretary

NORRELL CORPORATION

By: [Signature]

ATTEST:

By: [Signature]  
Assistant-Secretary

NORRELL SERVICES OF TEXAS, INC.

By: [Signature]

ATTEST:

By: [Signature]  
Assistant-Secretary

NORRELL SERVICES INTERNATIONAL, INC.

By: [Signature]

ATTEST:

By: [Signature]  
Assistant-Secretary

THE EXECUTIVE SPEAKER, INC.

By: [Signature]