

Document Number Only

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C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

400002045234--4

-01/03/97--01129--009

*****70.00 *****70.00

Regency Staffing Payroll, Inc

merged into:

Corestaff Acquisition Sub #6, Inc

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Call When Ready

☐ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call if Problem

☐ Will Wait

☒ Merger

☐ Mark

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ After 4:30

☒ Pick Up

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

CR2E031 (1-89)

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FILED
96 JAN -3 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECEIVED
97 JAN -3 AM 1:30
DIVISION OF CORPORATIONS

1/3/97

Regency
Corestaff
1-6

DOMESTIC CORPORATION AND FOREIGN CORPORATION

ARTICLES OF MERGER

FILED
97 JAN -3 PM 12:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

Name of Corporation

State of Incorporation

COREStaff Acquisition Sub #6, Inc.
Regency Staffing Payroll, Inc.

Delaware
Florida

SECOND: The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation complies with Section 607.1105 F.S. (as set forth below) if it is the surviving corporation of the merger; and each domestic corporation complies with the applicable provisions of Sections 607.1101 - 607.1104 F.S. and, if it is the surviving corporation of the merger, with Section 607.1105 F.S. (as set forth below).

FOURTH: The plan of merger is set forth on Exhibit A.

FIFTH: The effective date of the certificate of merger shall be upon filing with the Secretary of State.

SIXTH: The merger was approved by the sole stockholder of COREStaff Acquisition Sub #6, Inc. and Regency Staffing Payroll, Inc.

SEVENTH: The plan of merger was adopted by the Board of Directors of Regency Staffing Payroll, Inc. on the 16th day of December, 1996, and was adopted by the Board of Directors of COREStaff Acquisition Sub #6, Inc. on the 16th day of December, 1996.

Signed this 19th day of December, 1996.

CORESTAFF ACQUISITION SUB #6,
INC.

By: Edward L. Pierce
Edward L. Pierce
Senior Vice President

REGENCY STAFFING PAYROLL, INC.

By: Edward L. Pierce
Edward L. Pierce
Senior Vice President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CORESTAFF ACQUISITION SUB #6, INC.

AND

REGENCY STAFFING PAYROLL, INC.

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated this 19th day of December, 1996, pursuant to Section 252 of the General Corporation Law of Delaware, by and among COREStaff Acquisition Sub #6, Inc., a Delaware corporation and the surviving corporation, and Regency Staffing Payroll, Inc., a Florida corporation and the merged corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: COREStaff Acquisition Sub #6, Inc. hereby merges into itself Regency Staffing Payroll, Inc., and Regency Staffing Payroll, Inc. shall be and hereby is merged into COREStaff Acquisition Sub #6, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of COREStaff Acquisition Sub #6, Inc. as heretofore amended and is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

Each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger, and all rights in respect thereof shall, by virtue of the merger and without any action on the part of the holder thereof, automatically be cancelled; all shares of the merged corporation then held in treasury shall cease to exist and the surviving corporation will not make any new issuances of securities. There will be no substantive effect to the stockholder of the merged corporation or the surviving corporation.

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

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on December 31, 1996.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in, and devolve upon, the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agree from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Boards of Directors of any constituent corporation at any time prior to the date of filing the Agreement with the Secretary of State, provided that an amendment made subsequent to the adoption of the Agreement by the

stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors have caused these presents to be executed by the Chairman of the Board of each party hereto as the respective act, deed and agreement of each of said corporations, on this 19th day of December, 1996.

CORESTAFF ACQUISITION SUB #6, INC.

By: _____
Edward L. Pierce
Senior Vice President

REGENCY STAFFING PAYROLL, INC.

By: _____
Edward L. Pierce
Senior Vice President