

F9.7000002286

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(Address)

(Address)

(City/State/Zip/Phone #)

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EFFECTIVE DATE

12/31/02

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TALLAHASSEE, FLORIDA
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STATE
CORPORATIONS
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W02-35999

J. BRYAN DEC 27 2002



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 27, 2002

CT CORPORATION SYSTEM

SUBJECT: VEDIOR NORTH AMERICA, LLC
Ref. Number: W02000035999

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DIVISION OF CORPORATION

We have received your document for VEDIOR NORTH AMERICA, LLC and your check(s) totaling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

✓ Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 702A00067638

12/30/02

* Please backdate filing to:
Dec. 27th !
Thank You !

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

C T CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850)222-1092

City State Zip Phone

CORPORATION(S) NAME

EFFECTIVE DATE
12/31/02

Vedior North America, LLC

- 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
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- Mark
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THANKS
CONNIE BRYAN

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

NEW BOSTON SELECT GROUP, INC. A MASSACHUSETTS ENTITY,
#F97000002286
ABRAXAS TECHNOLOGIES, INC. A FLORIDA ENTITY, #P94000061751
AUTOMATED TEMPORARY SERVICES, INC. A NON-QUALIFIED
CALIFORNIA ENTITY

INTO

VEDIOR NORTH AMERICA, LLC, entity not qualified in Florida.

File date: December 27, 2002, effective December 31, 2002

Corporate Specialist: Joey Bryan

ARTICLES OF MERGER

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TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with section 607.1109, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>EFFECTIVE DATE</u>
1. <u>New Boston Select Group, Inc.</u> <u>10 Presidential Way</u> <u>Woburn, Massachusetts 01801</u>	<u>Massachusetts</u>	<u>Corporation</u>	<u>12/31/02</u>
Florida Document/Registration Number: <u>F97000002286</u>		FEI Number: <u>94-3209040</u>	
2. <u>Abraxas Technologies, Inc.</u> <u>450 N. Brand Blvd., Suite 410</u> <u>Glendale, California 91203</u>	<u>Florida</u>	<u>Corporation</u>	
Florida Document/Registration Number: <u>P94000061751</u>		FEI Number: <u>59-3262236</u>	
3. <u>Automated Temporary Services, Inc.</u> <u>c/o Select Appointments North America</u> <u>60 Harvard Mill Square</u> <u>Wakefield, Massachusetts 01880</u>	<u>California</u>	<u>Corporation</u>	
Florida Document/Registration Number: <u>None</u>		FEI Number: <u>77-0016777</u>	

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>Vedior North America, LLC</u> <u>60 Harvard Mill Square</u> <u>Wakefield, Massachusetts 01880</u>	<u>Delaware</u>	<u>Limited Liability Company</u>
Florida Document/Registration Number: <u>None</u>		FEI Number: <u>57-1139060</u>

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THIRD: The attached Agreement and Plan of Merger meets the requirements of sections 607.1108 and 607.1103, Florida Statutes, and was approved by the domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: Vedior North America, LLC, the surviving entity in the merger, is not incorporated, organized, or otherwise formed under the laws of the State of Florida, and hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of the domestic corporation that is a party to the merger.

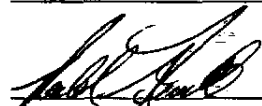



SIXTH: Vedior North America, LLC, the surviving entity in the merger, is not incorporated, organized, or otherwise formed under the laws of the State of Florida, and hereby agrees to pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302, Florida Statutes.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

EIGHTH: The merger shall become effective as of: December 31, 2002 at 6:00 p.m. (Eastern Standard Time).

NINTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

TENTH: SIGNATURE FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual</u>
<u>New Boston Select Group, Inc.</u>		<u>Ronald Fuccillo, Clerk</u>
<u>Abraxas Technologies, Inc.</u>		<u>Michael D. Reed, Secretary</u>
<u>Automated Temporary Services, Inc.</u>		<u>Ronald Fuccillo, Secretary</u>
<u>Vedior North America, LLC</u>		<u>Ronald Fuccillo, Authorized Representative of Sole Member</u>

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated December 16, 2002 (this "Agreement"), among New Boston Select Group, Inc., a Massachusetts corporation ("NB Select"), Abraxas Technologies, Inc., a Florida corporation ("Abraxas"), Automated Temporary Services, Inc., a California corporation ("Automated", and, collectively with NB Select and Abraxas, the "Merging Corporations"), and Vedior North America, LLC, a Delaware limited liability company ("Vedior").

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WHEREAS, each of (a) the board of directors and the sole stockholder of NB Select, (b) the board of directors and the sole shareholder of Abraxas, (c) the board of directors and the sole shareholder of Automated and (d) the board of directors and the sole member of Vedior have determined that it is advisable and in the best interests of each of the Merging Corporations and Vedior that the Merging Corporations merge with and into Vedior on the terms and subject to the conditions herein provided (the "Merger"); and

WHEREAS, each of (a) the board of directors and the sole stockholder of NB Select, (b) the board of directors and the sole shareholder of Abraxas, (c) the board of directors and the sole shareholder of Automated and (d) the board of directors and the sole member of Vedior have approved this Agreement and caused it to be executed by their respective representatives in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2), each of the Merging Corporations will be merged with and into Vedior, and the separate existence of:

- (a) NB Select will thereupon cease in accordance with the applicable provisions of the Massachusetts General Laws (the "Massachusetts Laws"), including without limitation Chapter 156B, Section 83A, and Chapter 156C, Section 62, thereof, and the Delaware Limited Liability Company Act (the "Delaware Act"), including without limitation Section 18-209 thereof;
- (b) Abraxas will thereupon cease in accordance with the applicable provisions of the Florida Business Corporation Act (the "Florida Act"), including without limitation Section 607.11101 thereof, and the Delaware Act, including without limitation Section 18-209 thereof; and
- (c) Automated will thereupon cease in accordance with the applicable provisions of the California General Corporation Law (the "California Law"), including without limitation Section 1113 thereof, and the Delaware Act, including without limitation Section 18-209 thereof.

2. Effective Time. The Merger will become effective on December 31, 2002 at 6:00 p.m. (Eastern Standard Time) (the "Effective Time").

3. Effect of Merger. The Merger will have the effects specified in each of the California Law, the Delaware Act, the Florida Act, the Massachusetts Laws and this Agreement. Without limiting the generality of the foregoing, Vedor will be the surviving company in the Merger (sometimes referred to hereinafter as the "Surviving Company") and will continue to be governed by the Delaware Act, and the separate limited liability company existence of Vedor and all of its rights, privileges, powers and franchises, public as well as private, and all of its debts, liabilities and duties as a limited liability company organized under the Delaware Act will continue unaffected by the Merger. At the Effective Time, and without further transfer, the Surviving Company will succeed to and possess all of the rights, privileges and powers of each of the Merging Corporations, and all of the assets and property of whatever kind and character of each of the Merging Corporations will vest in the Surviving Company without further act or deed; thereafter, the Surviving Company will be liable for all of the debts, liabilities and obligations of the Merging Corporations, and any claim or judgment against any of the Merging Corporations may be enforced against the Surviving Company, in accordance with Section 18-209 of the Delaware Act and the applicable provisions of the California Law, the Florida Act and the Massachusetts Laws.

4. Termination of Merging Corporations. At the Effective Time, the existence of each of the Merging Corporations will terminate.

5. Conversion of Securities. At the Effective Time, each share of common stock of NB Select issued and outstanding, and each of the common shares of Abraxas and Automated issued and outstanding, will, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired.

6. LLC Agreement. At the Effective Time, the Limited Liability Company Agreement of Vedor dated as of December 3, 2002 (the "LLC Agreement"), as in effect immediately prior to the Effective Time, will be the LLC Agreement of the Surviving Company and will continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms and the Delaware Act.

7. Members; Directors and Officers. The sole member of Vedor immediately prior to the Effective Time will be the sole member of the Surviving Company from and after the Effective Time and will remain as the sole member of the Surviving Company until such member's withdrawal or transfer of its membership interest in accordance with the LLC Agreement and the Delaware Act. The board of directors and the officers of Vedor immediately prior to the Effective Time will be the board of directors and the officers of the Surviving Company from and after the Effective Time and will remain as the board of directors and the officers of the Surviving Company until any such director's or officer's death, resignation or removal in accordance with the LLC Agreement and the Delaware Act.

8. Further Assurances. If, at any time after the Effective Time, the Surviving Company considers or is advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of any of the Merging Corporations, or (b) otherwise carry out the purposes of this Agreement, the relevant Merging Corporation and its sole stockholder or shareholder (as the case may be) shall be deemed to have granted to the board of directors of the Surviving Company an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to do all

acts necessary, desirable or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise to carry out the purposes of this Agreement, and the board of directors of the Surviving Company is hereby authorized in the name of each Merging Corporation or otherwise to take any and all such action.

9. Amendment; Waiver. The parties hereto, by mutual consent of the boards of directors of each of the Merging Corporations and Vedior, may amend, modify or supplement this Agreement to the fullest extent permitted by the California Law, the Delaware Act, the Florida Act and the Massachusetts Laws at any time prior to the filing of any certificate or other document relating to the Merger in such manner as may be agreed upon by them in writing or may waive any condition set forth herein.

10. Deferral. Consummation of the transactions contemplated hereby may be deferred by the board of directors of any of the Merging Corporations for a reasonable period of time if such board of directors determines that such deferral would be in the best interests of such Merging Corporation and its sole stockholder or shareholder, as the case may be. Consummation of the transactions contemplated hereby may be deferred by the board of directors of Vedior for a reasonable period of time if such board of directors determines that such deferral would be in the best interests of Vedior and its sole member.

11. Abandonment. This Agreement may be terminated, and the Merger and the other transactions contemplated hereby abandoned, at any time by action of the board of directors of any of the Merging Corporations if such board of directors determines for any reason that the consummation of the transactions provided for herein would for any reason be inadvisable or not in the best interests of the relevant Merging Corporation or its sole stockholder or shareholder (as the case may be), or that any regulatory or other consents or approvals deemed necessary or advisable by such board of directors have not been obtained within a reasonable period of time. This Agreement may be terminated, and the Merger and the other transactions contemplated hereby abandoned, at any time by action of the board of directors of Vedior if such board of directors determines for any reason that the consummation of the transactions provided for herein would for any reason be inadvisable or not in the best interests of Vedior or its sole member, or that any regulatory or other consents or approvals deemed necessary or advisable by such board of directors have not been obtained within a reasonable period of time.

12. Miscellaneous.

(a) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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2012 OCT 27 PM 12:21
CLERK OF CORPORATIONS
TALLAHASSEE FLORIDA

Charles Kenneth Zachery Miles
60 Harvard Mill Square
Wakefield, MA 01880

Ronald Fuccillo
60 Harvard Mill Square
Wakefield, MA 01880

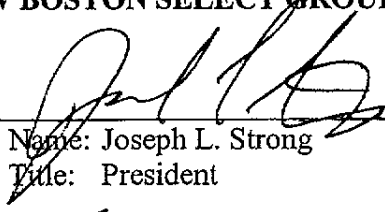
Joseph L. Strong
60 Harvard Mill Square
Wakefield, MA 01880

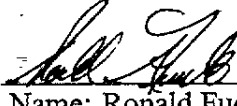
Anthony Victor Martin
60 Harvard Mill Square
Wakefield, MA 01880

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IN WITNESS WHEREOF, each of the Merging Corporations and Vedior have caused this Agreement to be executed by their respective representatives as of the date first written above.

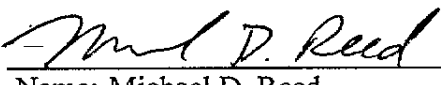
NEW BOSTON SELECT GROUP, INC.

By: 
Name: Joseph L. Strong
Title: President

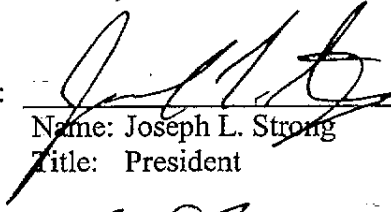
By: 
Name: Ronald Fuccillo
Title: Treasurer

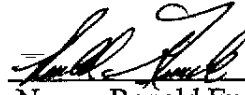
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ABRAXAS TECHNOLOGIES, INC.

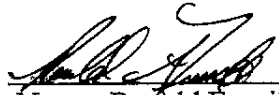
By: 
Name: Michael D. Reed
Title: Secretary

AUTOMATED TEMPORARY SERVICES, INC.

By: 
Name: Joseph L. Strong
Title: President

By: 
Name: Ronald Fuccillo
Title: Secretary

VEDIOR NORTH AMERICA, LLC

By: 
Name: Ronald Fuccillo
Title: Secretary