

F99 00000 5604



SNELLING.

PERSONNEL SERVICES

Shala Bailey
Executive Assistant

THE WILLIAMSON GROUP

City/

me #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____ (Corporation Name) _____ (Document #)
2. _____ (Corporation Name) _____ (Document #)
3. _____ (Corporation Name) _____ (Document #)
4. _____ (Corporation Name) _____ (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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

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 09 NOV 30 4:13:05
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Examiner's Initials	
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ARTICLES OF MERGER
Merger Sheet

MERGING:

PHASE FOUR, INC., a Florida entity P96000104143

into

WILLSTAFF, INC., a Louisiana entity F99000005604

File date: November 30, 1999

Corporate Specialist: Shawn Logan

D. R. SARTOR, JR.
CARRICK R. INABNETT
CHARLES C. TRASCHER III
KENT BREARD, JR.
CLARA MOSS SARTOR
WILLIAM BROOKS WATSON
DAVID C. McMILLIN
JON K. GUICE
WENDY E. W. GIOVINGO
W. MICHAEL STREET
GUY CAMPBELL, III

* PROFESSIONAL CORPORATION
* BOARD CERTIFIED TAX LAW ATTORNEY
* BOARD CERTIFIED ESTATE PLANNING
AND ADMINISTRATION SPECIALIST
* LL.M. IN TAXATION

SNELLINGS, BREARD, SARTOR,
INABNETT & TRASCHER, L.L.P.

ATTORNEYS AT LAW

1503 NORTH 19TH STREET

MONROE, LOUISIANA 71201

TELEPHONE: (318) 387-8000

KENT BREARD
OF COUNSEL

GEORGE M. SNELLINGS, JR.
(1946-1984)

MAILING ADDRESS:
POST OFFICE BOX 2055
MONROE, LOUISIANA 71207-2055
TAX I.D. #72-0535853

TELECOPIER: (318) 387-8200
E-MAIL: sbsit@bayou.com
WEB SITE HTTP://www.bayou.com/sbsit

November 17, 1999

Mr. Shawn Logan
Document Specialist
Division of Corporations
Florida Department of State
P.O. Box 6327
Tallahassee, Florida 32314

Re: Phase Four, Inc.
Ref. Number: P96000104143

Dear Mr. Logan:

In connection with the above referenced matter, please find enclosed Articles of Merger and Plan of Merger merging Phase Four, Inc. into Willstaff, Inc. Also enclosed is a copy of your letter of September 16, 1999, to Shala Bailey. As discussed, the filing fee of \$70.00 was previously provided to your office.

Thank you for your assistance with this matter. And, if you have any questions, please give me a call.

With kind regards, I am

Very truly yours,



W. Michael Street

WMS/ms

Enclosures

cc: Mr. Wayne Williamson (Without Enclosures)

FILED
NOV 23 1999
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 16, 1999

SHALA BAILEY
WILLSTAFF, INC.
1406 ROYAL AVENUE
MONROE, LA 71201

SUBJECT: PHASE FOUR, INC.
Ref. Number: P96000104143

We have received your document for PHASE FOUR, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We are enclosing the proper form(s) with instructions for your convenience.

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) 487-6043.

Shawn Logan
Document Specialist

Letter Number: 599A00045536

FILED

SEP 17 1999

TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, 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>
1. Phase Four, Inc. 7282 Plantation Rd., Suite 202 Pensacola, FL 32504	Florida	Profit Corporation

Florida Document/Registration Number: P96000104143 FEI Number: 72-1340932

2. <u>WILSTAFF, INC.</u> <u>1406 ROYAL AVE.</u> <u>MONROE, LA 71201</u>	<u>LOUISIANA</u>	<u>PROFIT CORP.</u>
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Florida Document/Registration Number: F99000005604 FEI Number: 72-1316104

3. _____	_____	_____
_____	_____	_____
_____	_____	_____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____	_____	_____
_____	_____	_____
_____	_____	_____

Florida Document/Registration Number: _____ FEI Number: _____

(Attach additional sheet(s) if necessary)

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>Willstaff, Inc.</u>	<u>Louisiana</u>	<u>Profit Corporation</u>
<u>1406 Royal Avenue</u>		
<u>Monroe, LA 71201</u>		

Florida Document/Registration Number: F99000005604

FEI Number: 72-1316104

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity 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, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: 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.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

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

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

Willstaff, Inc.

Wayne William

Wayne Williamson, President

Phase Four, Inc.

Wayne Wilham

Wayne Williamson, President

(Attach additional sheet(s) if necessary)

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

<u>All Corporations:</u>	Signature of Chairman, Vice Chairman, President or any officer.
<u>All General Partnerships:</u>	Signatures of two partners.
<u>All Domestic Limited Partnerships:</u>	Signatures of all general partners.
<u>All Non-Florida Limited Partnerships:</u>	Signature of one general partner.
<u>All Limited Liability Companies:</u>	Signature of a member.
<u>All Other Business Entities:</u>	In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

<u>Mailing address:</u>	<u>Street Address:</u>
Division of Corporations	Division of Corporations
P.O. Box 6327	409 E. Gaines St.
Tallahassee, FL 32314	Tallahassee, FL 32399

FILING FEES:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	\$52.50
For each Corporation:	\$35.00
For each General Partnership	\$25.00
All Others:	No Charge

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NOV 30 4:19:06
TALLAHASSEE, FL
CORPORATION DIVISION

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Phase Four, Inc.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Willstaff, Inc.	Louisiana

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

See Attachment A - "Terms and Conditions"

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

The manner and basis of converting the shares of the Assimilated Corporation into shares of the Surviving Corporation shall be as follows:

- 1) All shares of common stock of the Surviving Corporation now authorized and issued and outstanding shall remain outstanding and shall not be affected by the merger.
- 2) Each share of common stock of the Assimilated Corporation issued and outstanding on the merger date shall be cancelled.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Not applicable.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Not applicable.

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

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NOV 30 2006
TALLAHASSEE, FLORIDA

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

Not applicable.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

None.

EIGHTH: Other provisions, if any, relating to the merger:

None.

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TALLAHASSEE, FLORIDA

(Attach additional sheet(s) if necessary)

ATTACHMENT A -- TERMS AND CONDITIONS

ARTICLE I CONDITIONS PRECEDENT

1.01 This Agreement is effective only if approved by the shareholders of both the Surviving Corporation and the Assimilated Corporations. If the shareholders for each corporation approve this Agreement by the vote required by the state corporation law applicable to each corporation, the fact of such approval shall be certified hereon by the secretary or assistant secretary of each corporation, and this Agreement so approved and certified shall be signed and acknowledged by the president or vice president of each corporation.

1.02 This Agreement, when and if so approved, certified, signed, and acknowledged, shall be delivered to the Secretary of State of Louisiana for filing and recording, and a copy of the Certificate of Merger issued by the Secretary of State of Louisiana, certified by him/her, shall be filed for record in the public records in each state, county or parish where necessary to effectuate and evidence this merger, including such filings as are necessary to transfer all assets, including real estate, to the Surviving Corporation. The Certificate of Merger shall also be filed in any other jurisdiction when necessary as required by law.

1.03 The Merger shall be binding on the Surviving Corporation and the Assimilated Corporations on the date this Agreement is executed, (the "Merger Date"). This Agreement may be filed with the Secretary of State subsequent to the Merger Date for convenience purposes, if so allowed by the Louisiana Business

Corporation Law or the business corporation law of any other state so affected. For internal purposes including, without limitation, accounting and business practices the parties hereto have treated this merger as if it took place on January 1, 1999.

**ARTICLE II
THE ASSIMILATED CORPORATIONS'
REPRESENTATIONS AND WARRANTIES**

The Assimilated Corporations represent and warrant to the Surviving Corporation as of the date hereof and on the Merger Date as follows:

2.01 **Good Standing.** The Assimilated Corporations are corporations duly organized and validly existing in good standing under the respective laws of the state of their incorporation, and they are duly authorized, qualified, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on their business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Assimilated Corporations (as hereinafter defined) in the conduct of and the nature of the business as now transacted by them do not require qualification as a foreign corporation in any jurisdiction in which they are not so registered.

2.02 **Stockholders and Stock.** The authorized capital stock of each Assimilated Corporation consists of Common Stock owned entirely by the Surviving Corporation which shares are issued and outstanding. Each share of said Stock is duly and validly authorized and issued, fully paid, and nonassessable. No option

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TALLAHASSEE, FLORIDA

warrant, call or commitment of any kind obligating the Assimilated Corporations to issue any of their capital stock exists.

2.03 Financial Statements. The Assimilated Corporations have delivered to the Surviving Corporation copies of the following financial statements of the Assimilated Corporations:

- (a) Statements of financial condition, balance sheets, revenue and expense statements and such other financial documentation as was requested by the Surviving Corporation.

Except as and only to the extent expressly disclosed by the Assimilated Corporations and identified as being delivered pursuant to this Section 2.03(a), such financial statements have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the periods indicated.

2.04 Liabilities. The Assimilated Corporations have delivered to the Surviving Corporation an accurate list as of the date this agreement is executed of all liabilities of the Assimilated Corporations.

2.05 Account Receivables. The Assimilated Corporations have delivered to the Surviving Corporation an accurate list as of the date this agreement is executed of the accounts and notes receivable of the Assimilated Corporations except to the extent of the reserve for bad debts reflected thereon, to the best knowledge of the Assimilated Corporations, such accounts and notes are collectible in the amounts shown on said list.

2.06 Fixed Assets. The Assimilated Corporations have delivered to the Surviving Corporation an accurate list and a substantially

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

complete description as of the date this agreement is executed of all of the fixed assets of the Assimilated Corporations including true and correct copies of leases on properties on which are situated buildings, warehouses, workshops, garages and other structures used in the operation of the business of the Assimilated Corporations. Such leases are in full force and effect and constitute valid and binding agreements of the parties thereto in accordance with their respective terms. Substantially all of the trucks, machinery, and equipment of the Assimilated Corporations are in reasonably good working order and condition to the knowledge and belief of the Assimilated Corporations.

Except as indicated on the list contemplated by Section 2.06, the Assimilated Corporations have neither acquired nor sold nor otherwise disposed of any fixed assets, except in the ordinary course of business. All fixed assets used either by the Assimilated Corporations in the operation of their business are either owned by the Assimilated Corporations or leased under an agreement reflected on the schedule hereto.

2.07 Title. To the knowledge and belief of the Assimilated Corporations, each Corporation has good and marketable title to all properties, assets and leasehold estates, real and personal, owned and used in its business, and which is material to the operation of that business (except as since sold or otherwise disposed of in the ordinary course of business) , subject, to no mortgage, pledge, lien, conditional sales agreement, encumbrance, or charge, except for:

- (a) Liens securing specified liabilities (with respect to which no default exists);
- (b) Liens for current taxes and assessments not in default; and
- (c) Liens arising by operation of law, of which, the Assimilated Corporations have no knowledge of any such liens existing;

all of which encumbrances are reflected on the list delivered to the Surviving Corporation.

2.08 Between the Date of this Agreement and the Closing Date:

- (a) The Assimilated Corporations will afford to the officers and authorized representatives of the Surviving Corporation access to the plants, properties, books and records of the Assimilated Corporations and will furnish the Surviving Corporation with such additional financial and operating data and other information of the business and properties of the Assimilated Corporations as the Surviving Corporation may from time to time reasonably request.
- (b) The Assimilated Corporations will:
 - (1) Carry on their business in substantially the same manner as they have heretofore and not introduce any material new method of management, operation, or accounting;
 - (2) Maintain their properties and facilities in as good working order and condition as at present, ordinary wear and tear excepted;
 - (3) Perform all the material obligations under agreements relating to or affecting their assets properties, and rights;
 - (4) Keep in full force and effect present insurance policies or other comparable insurance coverage; and
 - (5) Use their best efforts to maintain and preserve the business organization intact, retain present employees and maintain relationships with suppliers, customers, and others having business relations with them.
- (c) The Assimilated Corporations will not, without the prior

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written consent of the Surviving Corporation:

- (1) Make any change in their Articles of Incorporation;
- (2) Issue any securities;
- (3) Declare or pay any dividend or make any distribution in respect of their stock (unless required by law) whether now or hereafter outstanding, or purchase, redeem or otherwise acquire or retire for value any shares of their stock;
- (4) Enter into any contract or commitment or incur or agree to incur any liability or make any capital expenditures except in the normal course of business.
- (5) Increase the compensation payable or to become payable to any officer, employee or agent, or make any bonus payment to any such person;
- (6) Create, assume or permit any mortgage, pledge, or other lien or encumbrance upon any asset or properties whether now owned or hereafter acquired;
- (7) Sell, assign, lease or otherwise transfer or dispose of any property or equipment except in the normal course of business; or
- (8) Merge or consolidate or agree to merge or consolidate with or into any other corporation.

**ARTICLE III
CONDITIONS TO THE OBLIGATIONS
OF THE ASSIMILATED CORPORATIONS**

3.01 Conditions. The obligations of the Assimilated Corporations hereunder are at their option, subject to the satisfaction, on or prior to the Merger Date of the following conditions;

- (a) **True Representatives.** The representations and warranties of the Surviving Corporation contained in the Agreement shall be true on and as of the Merger Date with the same effect as though such representations and warranties had

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been made on and as of such date; any and all of the agreements of the Surviving Corporation to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed; and the Surviving Corporation shall have delivered to the Assimilated Corporations a certificate dated the Closing Date and signed by it to all such effects.

(b) **Surviving Corporation's Condition.** No material adverse change as the result of operations, financial condition, or business of the Surviving Corporation shall have occurred, and the Surviving Corporation shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which such change, loss, or damage materially affects or impairs the ability of the Surviving Corporation to conduct its business and the Assimilated Corporations shall have received a certificate signed by the Surviving Corporation.

(c) **Continued Representations.** The representations and warranties of the Surviving Corporation contained in this Agreement shall be accurate as of the Merger Date as though such representations and warranties had been made at and as of that time; all of the terms, covenants, and conditions of this Agreement shall be complied with and performed; and a Certificate to the foregoing effect dated the Merger Date and signed by a party authorized by

the Board of Directors of the Surviving Corporation shall have been delivered to the Stockholders.

- (d) **Board Authority.** The Assimilated Corporations shall have received a copy of the Resolutions authorizing the execution, delivery, and performance of this Agreement by the Surviving Corporation certified by the Secretary of the Surviving Corporation to have been adopted by the Board of Directors of the Surviving Corporation and to be in full force and effect as of the Merger Date.

ARTICLE IV REPRESENTATIONS OF SURVIVING CORPORATION

4.01 Representations and Warranties of Surviving Corporation.

The Surviving Corporation represents and warrants to the Assimilated Corporations on the date hereof and on the Merger Date as follows (all representations and warranties being joint and several):

- (a) **Good Standing.** The Surviving Corporation is a corporation duly organized and validly existing in good standing under the laws of the State of Louisiana, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by the Surviving Corporation (as hereinafter defined) in the conduct of its businesses and the nature of the business as now transacted by it do not require qualification as

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STATE OF LOUISIANA

a foreign corporation in any jurisdiction.

- (b) **Stockholders and Stock.** The authorized capital stock of the Surviving Corporation consists solely of 10,000 shares of Common Stock, \$0.00 par value, 1,600 of which shares are issued and outstanding. Exhibit A hereto contains a complete and accurate list of all of the stockholders of the Surviving Corporation and the number of shares held by each free and clear of all liens, encumbrances and claim of every kind. Each share of Surviving Corporation Stock is duly and validly authorized and issued, fully paid and nonassessable, and was not issued in violation of the preemptive rights of any Stockholder. No option, warrant, call, or commitment of any kind obligating the Surviving Corporation to issue any of its capital stock exists.

ARTICLE V
EFFECT OF MERGER

5.01 Upon the consummation of the merger as hereinabove provided (the "Merger Date"), the effective Merger shall be that established by the Louisiana Business Corporation Law and such other corporation law of the other states involved herein, and without limitation shall include the following:

- (a) The Surviving Corporation and the Assimilated Corporations shall be one corporation, which shall be the Surviving Corporation, and which shall survive the merger for that purpose.
- (b) The separate existence of the Assimilated Corporations shall cease.
- (c) The Surviving Corporation shall possess all the rights,

privileges, and franchises previously possessed by it, and those possessed by the Assimilated Corporations.

- (d) All of the property and assets of whatsoever kind or description of the Assimilated Corporations, and all debts due on whatever account to them, shall be taken and be deemed to be transferred to and vested in the Surviving Corporation without further act or deed.
- (e) The Surviving Corporation shall be responsible for all the liabilities and obligations of the Assimilated Corporations.

ARTICLE VI MANNER CONVERSION OF SHARES

6.01 The manner and basis of converting the shares of the Assimilated Corporations into shares of the Surviving Corporation shall be as follows:

- (a) All shares of Common Stock of the Surviving Corporation now authorized and issued and outstanding shall remain outstanding and shall not be affected by the Merger.
- (b) Each share of Common Stock of the Assimilated Corporations issued and outstanding on the Merger Date shall be cancelled.

ARTICLE VII ARTICLES OF INCORPORATION AND BYLAWS OF SURVIVING CORPORATION

7.01 The Articles of Incorporation and the Bylaws of the Surviving Corporation shall not be altered by virtue of the Merger.

ARTICLE VIII GENERAL

8.01 **Additional Instruments.** The parties hereto shall deliver or cause to be delivered on the Merger Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement. The Surviving Corporation and the

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TALLAHASSEE, FLORIDA

Assimilated Corporations will cooperate and use their best efforts to have the present Officers, Directors, and employees of the Surviving Corporation and the Assimilated Corporations cooperate on and after the Merger Date in furnishing information, evidence, proceedings, arrangements, or disputes of any nature with respect to matters pertaining to all periods prior to the Merger Date,

8.02 **Assignment.** This Agreement and the rights of the Assimilated Corporations hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto, and the successors of and the heirs and legal representatives of the parties hereto.

8.03 **Entire Agreement.** This Agreement (including the schedules and Exhibits hereto) and the documents delivered pursuant hereto constitutes the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

8.04 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto as long as at least one counterpart is executed by each party.

8.05 **Notices.** Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

class mail, postage prepaid:

(a) TO THE SURVIVING CORPORATION:

WillStaff, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

(b) TO THE ASSIMILATED CORPORATIONS:

Phase Fourteen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Five, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Two, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Nineteen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Eight, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Nine, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase One, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Eleven, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

J. Willco, Inc.
Attention Wayne Williamson
1406 Royal Avenue

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FALLAHASSEE, FLORIDA

Monroe, Louisiana 71201

Southern Personnel of Louisiana, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Seven, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Sixteen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Seventeen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Twenty, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Sixx, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Mel-Way, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Twelve, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Eighteen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Four, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

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TALLAHASSEE, FLORIDA

Phase Fifteen, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

W.L.W., Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Thirty, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Phase Ten, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

Rob Mar, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

First Staff 4, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

First Staff 5, Inc.
Attention Wayne Williamson
1406 Royal Avenue
Monroe, Louisiana 71201

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TALLAHASSEE, FLORIDA

8.06 **Survivorship.** All warranties, covenants, representations, and guarantees shall survive the closing and execution of the documents contemplated by this Agreement. The parties hereto in executing, and in carrying out the provisions of, this Agreement are relying solely on the representations, warranties, and agreements contained in this Agreement or in any writing delivered pursuant to provisions of this Agreement or at the closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise, or information, written or oral, made

by any person other than as specifically set forth herein or therein.

8.07 **Law.** This Agreement shall be construed in accordance with the laws of the State of Louisiana.

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA