

LD9000118858

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

FF \$435.00
CC/CUS 35.00
470.00



400162519164

12/30/09--01002--008 **470.00

Effective Date
1/1/2010

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 DEC 29 PM 4:30

B. Tedlock DEC 30 2009

Tadlock, Brenda

From: Ledyard, Catherine D [Catherine.Ledyard@skadden.com]
Sent: Monday, December 28, 2009 1:59 PM
To: Tadlock, Brenda; Beyer, Karon
Cc: Keogh, Mary E; Widdoes, Kathy; Fogg, April
Subject: Selective Merger for Escrow
Attachments: Selective HR Solutions FL certificate of merger.pdf


Hi,
Attached, for you to hold until we contact you with instructions to proceed on the morning of December 30, is the Certificate of Merger. We will have CT facilitate with respect to filing fees. As you may recall, this is the one we will need evidence back out as soon as possible so wire transfers can be completed in the UK.

Please call me with any questions, but DO NOT FILE until we contact you on Wednesday.

Thank you so much,
Cathie

Catherine Davis Ledyard
Senior Corporate Analyst
Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square | P.O. Box 636 | Wilmington | Delaware | 19899-0636
T: 302.651.3255 | M: 302-290-2599
catherine.ledyard@skadden.com

Skadden

 Please consider the environment before printing this email.

This email (and any attachments thereto) is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email (and any attachments thereto) is strictly prohibited. If you receive this email in error please immediately notify me at (212) 735-3000 and permanently delete the original email (and any copy of any email) and any printout thereof.

Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.

=====

Tadlock, Brenda

From: Ledyard, Catherine D [Catherine.Ledyard@skadden.com]
Sent: Tuesday, December 29, 2009 4:56 PM
To: Tadlock, Brenda
Subject: RE: Selective Merger

That would be great!

From: Tadlock, Brenda [mailto:BTadlock@dos.state.fl.us]
Sent: Tuesday, December 29, 2009 4:55 PM
To: Ledyard, Catherine D (WIL)
Subject: RE: Selective Merger

Hi Catherine!

I'll do it first thing in the morning. You do want today's date (12/29/09), not 12/30/09, as the filed date and 1/1/10 as the effective date – correct?

Best wishes,

Brenda Brenda L. Tadlock
Sr. Section Administrator
Registration Section
Division of Corporations
(850) 245-6911

Please take a few minutes to provide feedback on the quality of service you received from our staff. The Florida Department of State values your feedback as a customer. Kurt Browning, Florida Secretary of State, is committed to continuously assessing and improving the level and quality of services provided to you. Simply click on the link to the "DOS Customer Satisfaction Survey." Thank you in advance for your participation. [DOS_Customer_Satisfaction_Survey](#)

From: Ledyard, Catherine D [mailto:Catherine.Ledyard@skadden.com]
Sent: Tuesday, December 29, 2009 4:23 PM
To: Tadlock, Brenda
Cc: Beyer, Karon; Keogh, Mary E
Subject: Selective Merger

Hi Brenda!

If you are still around today, we have the go ahead to file our merger! If it is too late in your day, we would just love it if you could get to it first thing tomorrow. Everyone is waiting for the evidence so they can complete the wire transfers in the UK tomorrow.


Thanks again for all of your help!
Cathie

Catherine Davis Ledyard
Senior Corporate Analyst
Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square | P.O. Box 636 | Wilmington | Delaware | 19899-0636
T: 302.651.3255 | M: 302-290-2599

12/30/2009

catherine.ledyard@skadden.com

Skadden

 Please consider the environment before printing this email.

This email (and any attachments thereto) is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email (and any attachments thereto) is strictly prohibited. If you receive this email in error please immediately notify me at (212) 735-3000 and permanently delete the original email (and any copy of any email) and any printout thereof.

Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.

=====

This email (and any attachments thereto) is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this email, you are hereby notified that any dissemination, distribution or copying of this email (and any attachments thereto) is strictly prohibited. If you receive this email in error please immediately notify me at (212) 735-3000 and permanently delete the original email (and any copy of any email) and any printout thereof.

Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.

=====



1203 Governors Square Blvd.
Tallahassee, FL 32301-2960

850 222 1092 tel
850 222 7615 fax
www.ctlegalsolutions.com

December 29, 2009

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 7725152 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

Selective HR Services, LLC(PA) and eleven (11) other entities merging into:
Selective HR Solutions, LLC (FL DOM -PA FGN) (PA)
Merger (Survivor)
Florida

Selective HR Solutions, LLC (FL) MERGING: Selective HR Solutions II, Inc.(GA)
AND 11 OTHER ENTITIES (FL)
Obtain Document - Misc - Obtain one certified copy of Merger
Florida

Selective HR Solutions, LLC (FL) MERGING: Selective HR Solutions II, Inc.(GA)
AND 11 OTHER ENTITIES (FL)
Obtain Document - Misc - Obtain One Re Merger Certificate listing all entities
their domestic states
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Attn:
Brenda
Tadlock

RECEIVED
09 DEC 29 PM 3:18
DEPARTMENT OF STATE
TALLAHASSEE, FL 32301

12/29/09
1/1/10

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 09 DEC 29 PM 4:30

CERTIFICATE OF MERGER
FOR
SELECTIVE HR SOLUTIONS, LLC

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act, Selective HR Solutions, LLC, a Florida limited liability company, certifies the following:

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>	<u>Effective Date</u>
Selective HR Solutions, LLC	Florida	Limited liability company	LO9-118858
Selective HR Solutions II, Inc.	Georgia	Corporation	FOO-3822
Selective HR Solutions III, Inc.	Florida	Corporation	PA5-79524
Selective HR Solutions IV, Inc.	Maryland	Corporation	FOO-3823
Selective HR Solutions V, Inc.	Florida	Corporation	PA4-9849
Selective HR Solutions VI, Inc.	Florida	Corporation	PA3-57055
Selective HR Solutions VII, Inc.	Florida	Corporation	PA5-79579
Selective HR Solutions VIII, Inc.	Florida	Corporation	LD483
Selective HR Solutions IX, Inc.	Florida	Corporation	LB4441
Selective HR Solutions X, Inc.	Florida	Corporation	JB4459
Selective HR Solutions XI, Inc.	Florida	Corporation	PA4-24989
Selective HR Solutions XII, Inc.	Florida	Corporation	PA4-9846
Selective HR Services, LLC	Pennsylvania	Limited liability company	NR

SECOND: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>
Selective HR Solutions, LLC LO9-118858	Florida	Limited liability company

THIRD: The attached Agreement and Plan of Merger has been approved and executed by Selective HR Solutions, LLC and the other merging parties in accordance with chapter 608 of the Florida Statutes, and the laws of the respective jurisdiction of each merging party.

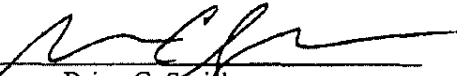
FOURTH: The merger of Selective HR Solutions II, Inc., Selective HR Solutions III, Inc., Selective HR Solutions IV, Inc., Selective HR Solutions V, Inc., Selective HR

Solutions VI, Inc., Selective HR Solutions VII, Inc., Selective HR Solutions VIII, Inc., Selective HR Solutions IX, Inc., Selective HR Solutions X, Inc., Selective HR Solutions XI, Inc., Selective HR Solutions XII, Inc., and Selective HR Services, LLC, into Selective HR Solutions, LLC shall be effective at 12:02 a.m. on January 1, 2010.

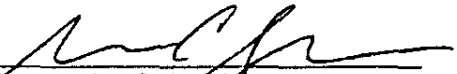
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this certificate to be executed as this 30th day of December, 2009.


SELECTIVE HR SOLUTIONS, LLC

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS II, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

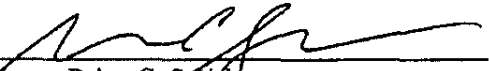
SELECTIVE HR SOLUTIONS III, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS IV, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

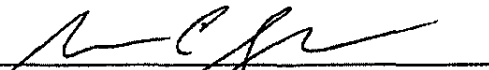
SELECTIVE HR SOLUTIONS V, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS VI, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

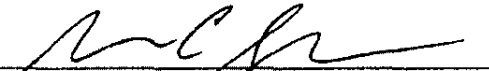
SELECTIVE HR SOLUTIONS VII, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

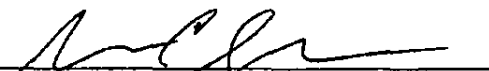
SELECTIVE HR SOLUTIONS VIII, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

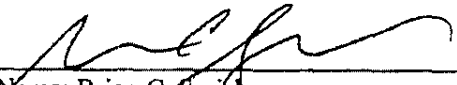
SELECTIVE HR SOLUTIONS IX, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

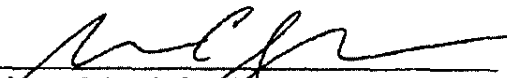
SELECTIVE HR SOLUTIONS X, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS XI, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

SELECTIVE HR SOLUTIONS XII, INC.

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

SELECTIVE HR SERVICES, LLC

By: 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

[Agreement and Plan of Merger]

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

between

SELECTIVE HR SOLUTIONS, LLC

and

SELECTIVE HR SOLUTIONS II, INC.,
SELECTIVE HR SOLUTIONS III, INC., SELECTIVE HR SOLUTIONS IV, INC.,
SELECTIVE HR SOLUTIONS V, INC., SELECTIVE HR SOLUTIONS VI, INC.,
SELECTIVE HR SOLUTIONS VII, INC., SELECTIVE HR SOLUTIONS VIII, INC.,
SELECTIVE HR SOLUTIONS IX, INC., SELECTIVE HR SOLUTIONS X, INC.,
SELECTIVE HR SOLUTIONS XI, INC., SELECTIVE HR SOLUTIONS XII, INC.,
AND SELECTIVE HR SERVICES, LLC

Dated as of December 16, 2009

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 DEC 29 PM 4: 30

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of December 16, 2009, by and between Selective HR Solutions, LLC, a Florida limited liability company ("SHRS"), Selective HR Solutions II, Inc., a Georgia corporation ("SHRS II"), Selective HR Solutions III, Inc., a Florida corporation ("SHRS III"), Selective HR Solutions IV, Inc., a Maryland corporation ("SHRS IV"), Selective HR Solutions V, Inc., a Florida corporation ("SHRS V"), Selective HR Solutions VI, Inc., a Florida corporation ("SHRS VI"), Selective HR Solutions VII, Inc., a Florida corporation ("SHRS VII"), Selective HR Solutions VIII, Inc., a Florida corporation ("SHRS VIII"), Selective HR Solutions IX, Inc., a Florida corporation ("SHRS IX"), Selective HR Solutions X, Inc., a Florida corporation ("SHRS X"), Selective HR Solutions XI, Inc., a Florida corporation ("SHRS XI"), Selective HR Solutions XII, Inc., a Florida corporation ("SHRS XII") and Selective HR Services, LLC, a Pennsylvania limited liability company ("SHRS LLC") and collectively with SHRS II, SHRS III, SHRS IV, SHRS V, SHRS VI, SHRS VII, SHRS VIII, SHRS IX, SHRS X, SHRS XI and SHRS XII the "Selling Subsidiaries"). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated October 27, 2009, by and among Selective Insurance Group, Inc. ("Selective"), SHRS, the Selling Subsidiaries, AlphaStaff Group, Inc. and certain of its subsidiaries (collectively "AlphaStaff") (the "Purchase Agreement"), AlphaStaff has agreed to purchase all of the issued and outstanding equity interests of SHRS (the "Equity Interests"), and all of the assets and liabilities of the Selling Subsidiaries (the "Asset Purchase"); and

WHEREAS, as a condition to AlphaStaff's obligations to consummate the transactions contemplated in the Purchase Agreement, the Selling Subsidiaries have agreed to merge with and into SHRS, with SHRS surviving each merger (collectively, the "Merger"); and

WHEREAS, in connection with the Merger, SHRS has agreed to distribute to Selective immediately after the Effective Time (as defined below) all rights, if any, of SHRS or The Selling Subsidiaries, to the receipt of any cash consideration pursuant to the Purchase Agreement, including without limitation, any consideration for the Asset Purchase and any claim to any portion of the Purchase Price (the "Distribution"); and

WHEREAS, the Board of Directors of SHRS has approved this Agreement and the transactions contemplated hereby, including the Merger and the Distribution, and has recommended this Agreement for approval by the equityholders of SHRS; and

WHEREAS, Selective owns 100% of the issued and outstanding Equity Interests of SHRS; and

WHEREAS, Selective, as sole equityholder of SHRS, has determined that it is advisable and in the best interests of SHRS to effect the Merger upon the terms and subject to the conditions set forth herein; and

WHEREAS, the board of directors of each Selling Subsidiary has approved this Agreement and the transactions contemplated hereby, including the Merger, and has recommended this Agreement for approval by the equityholder of each Selling Subsidiary; and

WHEREAS, SHRS owns 100% of the issued and outstanding common stock or other equity interests of each of the Selling Subsidiaries (the "Common Interests"); and

WHEREAS, SHRS, as the sole equityholder of each of the Selling Subsidiaries, has determined that it is advisable and in the best interests of each of the Selling Subsidiaries to effect the Merger upon the terms and subject to the conditions set forth herein; and

WHEREAS, in furtherance of the foregoing, at the Effective Time (as defined below), the parties hereto intend to effect the Merger, all in accordance with the Florida Limited Liability Company Act ("FLLCA"), the Florida Business Corporation Act, the Maryland General Corporation Law, the Georgia Business Corporation Code and the Pennsylvania Limited Liability Company Law of 1994, as each is applicable (the "Business Entity Laws") and upon the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, the parties agree as follows:

ARTICLE I MERGER

1.1 Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of Section 608.438 of the FLLCA and each applicable Corporation Law, the Selling Subsidiaries shall be merged with and into SHRS, as applicable at the Effective Time. SHRS shall be the surviving company of the Merger (the "Surviving Company") and the separate existence of the Selling Subsidiaries will cease. The Surviving Company shall continue its existence as a limited liability company under the laws of the State of Florida and shall be governed by the FLLCA and the terms and provisions of the Limited Liability Company Operating Agreement of SHRS (the "Operating Agreement").

1.2 Certificate of Merger; Effective Time. As soon as practicable after the execution of this Agreement, SHRS and the Selling Subsidiaries shall execute Certificates of Merger in the forms attached hereto as Exhibit A relating to each Selling Subsidiary (collectively, the "Certificates of Merger") and SHRS and the Selling

Subsidiaries shall file the Certificates of Merger with the Secretary of State of the States of Florida, Georgia, Maryland and Pennsylvania, as applicable, in advance of the Effective Time. The Merger shall become effective at 12:02 a.m. on January 1, 2010 (the "Effective Time").

1.3 Effects of the Merger

(a) General Effects. The Merger shall have the effects set forth in Section 608.4383 of the FLLCA and the applicable Business Entity Laws.

(b) Transfer and Conveyance of Assets and Assumptions of Liabilities. At the Effective time, SHRS shall continue in existence as the Surviving Company and, without further transfer, succeed to and possess all the rights, privileges and powers of the Selling Subsidiaries, and all the assets and property of whatever kind and character of the Selling Subsidiaries shall vest in SHRS without further act or deed. Thereafter, the Surviving Company shall be liable for all of the liabilities and obligations of the Selling Subsidiaries, and any claim or judgment against the Selling Subsidiaries may be enforced against the Surviving Company.

(c) Sole Member. Selective, as the sole member (the "Sole Member") of SHRS immediately prior to the Effective Time, shall, from and after the Effective Time, be the sole member of the Surviving Company from and after the Effective Time.

(d) Managers and Officers. The managers and officers of SHRS immediately prior to the Effective Time shall be the managers and officers of the Surviving Company from and after the Effective Time, serving in accordance with the FLLCA and the terms of the Operating Agreement until their successors are duly elected and qualified in accordance with the FLLCA and the Operating Agreement.

(e) Further Assurances. If at any time SHRS or its successors and assigns shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm in the Surviving Company the title to any property or right of the Selling Subsidiaries, or otherwise to carry out the provisions hereof, the proper representatives of the Selling Subsidiaries as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary and proper to vest, perfect or convey title to such property, interests, assets, rights, privileges, immunities, powers, franchises and authority in the Surviving Company and otherwise to carry out the provisions hereof, and the Sole Member, managers and officers of the Surviving Company are fully authorized in the name and on behalf of the Selling Subsidiaries or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.

(f) SHRS shall pay all costs and expenses of the parties in connection with the Merger and the other transactions contemplated by this Agreement.

ARTICLE II
NAME; CERTIFICATE OF FORMATION; LLC AGREEMENT

2.1 Name of Surviving Company. The name of the Surviving Company shall be "Selective HR Solutions, LLC".

2.2 Certificate of Formation: Limited Liability Company Agreement.

(a) The Certificate of Formation of SHRS, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company without change or amendment.

(b) The Operating Agreement, as in effect immediately prior to the Effective Time, shall be the limited liability company agreement of the Surviving Company until amended in accordance with the terms of the Operating Agreement and applicable law.

ARTICLE III
CONVERSION OF INTERESTS

3.1 Conversion of Shares. At the Effective Time:

(a) each Equity Interest of SHRS issued and outstanding as of the Effective Time held by the Sole Member shall remain outstanding, unaffected by the Merger, and shall continue to represent one Equity Interest of the Surviving Company; and

(b) each Common Interest of the Selling Subsidiaries issued and outstanding as of the Effective Time shall be cancelled and retired and shall cease to exist, without any consideration being delivered in exchange therefor.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SHRS

SHRS represents and warrants to the Selling Subsidiaries as follows:

4.1 Validity of Actions. SHRS: (i) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida; (ii) has the authority to conduct its business as currently conducted and as proposed to be conducted after the Effective Time; (iii) is qualified to do business in all jurisdictions in which such qualification is necessary, except where the failure to so qualify would not have a material adverse effect on SHRS; and (iv) has full power and authority to enter into this Agreement and to carry out all acts contemplated by it. This Agreement has been duly executed and delivered on behalf of SHRS, and SHRS has received all necessary authorization for the execution, delivery, and performance of this Agreement, and this Agreement constitutes a valid and binding obligation of SHRS, enforceable against SHRS in accordance with its terms. The execution and delivery of this Agreement and consummation of the transactions contemplated by it will not violate any

provision of the certificate of formation or limited liability company agreement of SHRS or violate, conflict with or result in any breach of any of the terms, provisions or conditions of, or constitute a default or cause acceleration of, any indebtedness under any agreement or instrument to which SHRS is a party or by which their assets may be bound, or cause a breach of any applicable federal or state law or governmental regulation, or any applicable order, judgment, writ, award, injunction or decree of any court or governmental instrumentality.

4.2 No Misstatements. The representations of SHRS contained in this Agreement do not contain any untrue statement of a material fact or omit to state any fact necessary to make such representations or information not materially misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE SELLING SUBSIDIARIES

Each of the Selling Subsidiaries represents and warrants to SHRS as follows:

5.1 Validity of Actions. Each of the Selling Subsidiaries: (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (ii) has the authority to conduct its business as currently conducted; (iii) is qualified to do business in all jurisdictions in which such qualification is necessary, except where the failure to so qualify would not have a material adverse effect on The Selling Subsidiaries; and (iv) has full power and authority to enter into this Agreement and to carry out all acts contemplated by it. This Agreement has been duly executed and delivered on behalf of each of the Selling Subsidiaries, and each of the Selling Subsidiaries has received all necessary authorization for the execution, delivery, and performance of this Agreement, and this Agreement constitutes a valid and binding obligation of each of the Selling Subsidiaries, enforceable against each of the Selling Subsidiaries in accordance with its terms. The execution and delivery of this Agreement and consummation of the transactions contemplated by it will not violate any provision of the certificate of incorporation or bylaws any of the Selling Subsidiaries or violate, conflict with or result in any breach of any of the terms, provisions or conditions of, or constitute a default or cause acceleration of, any indebtedness under any agreement or instrument to which any of the Selling Subsidiaries is a party or by which it or its assets may be bound, or cause a breach of any applicable federal or state law or regulation, or any applicable order, judgment, writ, award, injunction or decree of any court or governmental instrumentality.

5.2 Misstatements. The representations of the Selling Subsidiaries contained in this Agreement do not contain any untrue statement of a material fact or omit to state any fact necessary to make such representations or information not materially misleading.

ARTICLE VI
COVENANTS OF THE PARTIES

6.1 Notice. Pending the consummation of the Merger or prior to termination of this Agreement, each party agrees that it will promptly advise the other of the occurrence of any condition or event that would make any of its representations contained in this Agreement inaccurate, incorrect, or materially misleading.

6.2 Additional Documents. At the request of any party, each party will execute and deliver any additional documents and perform in good faith such acts as reasonably may be required in order to consummate the transactions contemplated by this Agreement.

ARTICLE VII
TERMINATION; AMENDMENT; WAIVER

7.1 Termination. This Agreement and the transactions contemplated hereby may be terminated at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida and each of the other applicable states by mutual consent of SHRS and each of the Selling Subsidiaries.

7.2 Amendment. The parties hereto may, by a writing signed by each party, amend this Agreement at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida and each of the other applicable states.

7.3 Waiver. At any time prior to the Effective Time, any party to this Agreement may extend the time for the performance of any of the obligations or other acts of any other party, hereto, or waive compliance with any of the agreements of any other party or with any condition to the obligations hereunder, in each case only to the extent that such obligations, agreements and conditions are intended for its benefit.

ARTICLE VIII
MISCELLANEOUS

8.1 Entire Agreement. This Agreement contains the parties' entire understanding and agreement with respect to its subject matter, and any and all conflicting or inconsistent discussions, agreements, promises, representations and statements, if any, between the parties or their representatives that are not incorporated in this Agreement shall be null and void and are merged into this Agreement.

8.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflicts of law principles.

8.4 Descriptive Headings. The various section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

8.5 Gender; Number. All references to gender or number in this Agreement shall be deemed interchangeably to have a masculine, feminine, neuter, singular or plural meaning, as the sense of the context requires.

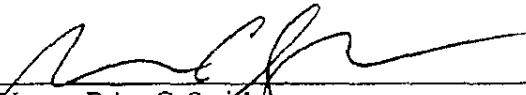
8.6 Severability. The provisions of this Agreement shall be severable, and any invalidity, unenforceability or illegality of any provision or provisions of this Agreement shall not affect any other provision or provisions of this Agreement, and each term and provision of this Agreement shall be construed to be valid and enforceable to the full extent permitted by law.

8.7 Assignment and Binding Effect. This Agreement and the rights and obligations of the parties hereunder may not be assigned by any party without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

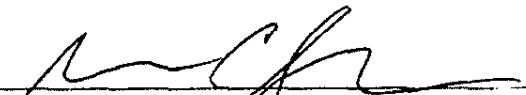
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned parties have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

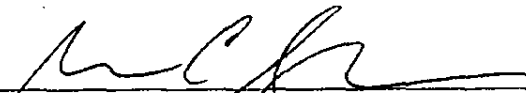
SELECTIVE HR SOLUTIONS, LLC

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS II, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer


SELECTIVE HR SOLUTIONS III, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

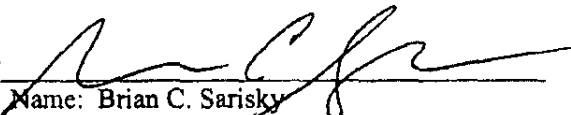
SELECTIVE HR SOLUTIONS IV, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

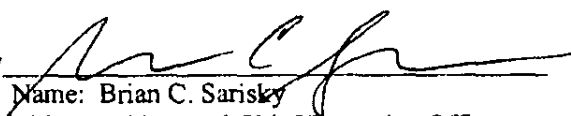
SELECTIVE HR SOLUTIONS V, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

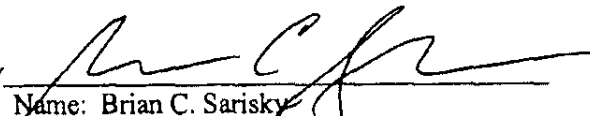
SELECTIVE HR SOLUTIONS VI, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer:

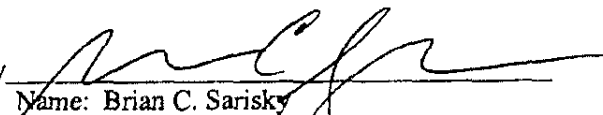
SELECTIVE HR SOLUTIONS VII, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

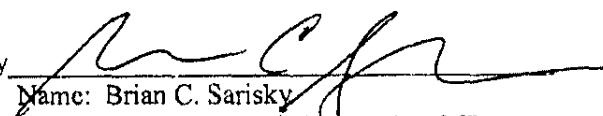
SELECTIVE HR SOLUTIONS VIII, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

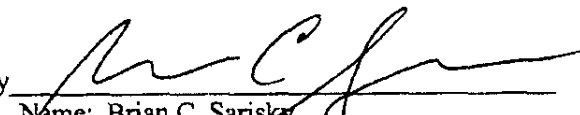
SELECTIVE HR SOLUTIONS IX, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

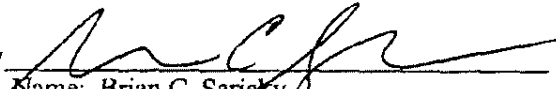
SELECTIVE HR SOLUTIONS X, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

SELECTIVE HR SOLUTIONS XI, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

SELECTIVE HR SOLUTIONS XII, INC.

By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

SELECTIVE HR SERVICES, LLC


By 
Name: Brian C. Sarisky
Title: President and Chief Executive Officer

Exhibit A

CERTIFICATE OF MERGER

FOR

SELECTIVE HR SOLUTIONS, LLC

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act, Selective HR Solutions, LLC, a Florida limited liability company, certifies the following:

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>
Selective HR Solutions, LLC	Florida	Limited liability company
Selective HR Solutions II, Inc.	Georgia	Corporation
Selective HR Solutions III, Inc.	Florida	Corporation
Selective HR Solutions IV, Inc.	Maryland	Corporation
Selective HR Solutions V, Inc.	Florida	Corporation
Selective HR Solutions VI, Inc.	Florida	Corporation
Selective HR Solutions VII, Inc.	Florida	Corporation
Selective HR Solutions VIII, Inc.	Florida	Corporation
Selective HR Solutions IX, Inc.	Florida	Corporation
Selective HR Solutions X, Inc.	Florida	Corporation
Selective HR Solutions XI, Inc.	Florida	Corporation
Selective HR Solutions XII, Inc.	Florida	Corporation
Selective HR Services, LLC	Pennsylvania	Limited liability company

SECOND: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

<u>Name of Entity</u>	<u>Jurisdiction of Formation</u>	<u>Form/Entity Type</u>
Selective HR Solutions, LLC	Florida	Limited liability company

THIRD: The attached Agreement and Plan of Merger has been approved and executed by Selective HR Solutions, LLC and the other merging parties in accordance with chapter 608 of the Florida Statutes, and the laws of the respective jurisdiction of each merging party.

09 DEC 29 PM 4:30
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FOURTH: The merger of Selective HR Solutions II, Inc., Selective HR Solutions III, Inc., Selective HR Solutions IV, Inc., Selective HR Solutions V, Inc., Selective HR Solutions VI, Inc., Selective HR Solutions VII, Inc., Selective HR Solutions VIII, Inc., Selective HR Solutions IX, Inc., Selective HR Solutions X, Inc., Selective HR Solutions XI, Inc., Selective HR Solutions XII, Inc., and Selective HR Services, LLC, into Selective HR Solutions, LLC shall be effective at 12:02 a.m. on January 1, 2010.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this certificate to be
executed as this ____ day of December, 2009.