

M99000001972

(Requestor's Name)

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(City/State/Zip/Phone #)

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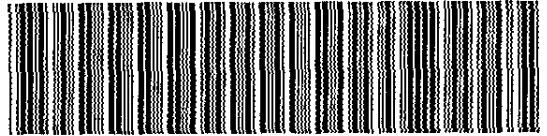
(Business Entity Name)

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EFFECTIVE DATE
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RECEIVED
02 DEC 20 AM 11:36
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
02 DEC 20 PM 1:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BA 12/23



ACCOUNT NO. : 072100000032

REFERENCE : 866483 4319227

AUTHORIZATION :

COST LIMIT : \$ ~~50.00~~ *Patricia P. Smith* \$90.00

ORDER DATE : December 20, 2002

ORDER TIME : 10:34 AM

ORDER NO. : 866483-010

CUSTOMER NO: 4319227

CUSTOMER: Joan Lancellot, Legal Asst
Spherion Corporation
2050 Spectrum Boulevard

Fort Lauderdale, FL 33309

ARTICLES OF MERGER

SPHERION REAL ESTATE SOLUTIONS
INC.

INTO

SPHERION ATLANTIC ENTERPRISES
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Ginger Simmons

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 20, 2002

GINGER SIMMONS
CSC
TALLAHASSEE, FL

SUBJECT: SPHERION ATLANTIC ENTERPRISES LLC
Ref. Number: M99000001972

We have received your document for SPHERION ATLANTIC ENTERPRISES LLC and the authorization to debit your account in the amount of \$68.75. However, the document has not been filed and is being returned for the following:

The plan of merger must be attached/included.

The total fee for this merger with a certified copy will be \$90.00. We will need to increase your cost limit.

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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 602A00066953

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

SPHERION REAL ESTATE SOLUTIONS INC., A FLORIDA ENTITY

INTO

SPHERION ATLANTIC ENTERPRISES LLC, a Delaware entity,
M99000001972

File date: December 20, 2002, effective December 31, 2002

Corporate Specialist: Gretchen Harvey

Account number: 072100000032

Amount charged: 90.00

**ARTICLES OF MERGER
OF
SPHERION REAL ESTATE SOLUTIONS INC.
INTO
SPHERION ATLANTIC ENTERPRISES LLC**

The following Articles of Merger are being submitted in accordance with Section 607.1109 of the Florida Business Corporation Act ("FBCA").

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Spherion Real Estate Solutions Inc. 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Florida	Profit Corporation
Florida Document/Registration Number: P96000089801 FEI Number 65-0716330		

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Spherion Atlantic Enterprises LLC 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Delaware	Limited Liability Company
Florida Document/Registration Number: M99000001972 FEI Number: 65-0945233		

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 607.1108 of the FBCA, and was approved by each domestic corporation and foreign limited liability company that is a party to the merger in accordance with Chapter 607 of the FBCA.

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

FIFTH: 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 of each domestic corporation that is a party to the merger.

SIXTH: The surviving entity agrees to pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 of the FBCA.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles (or certificate) of incorporation, bylaws or the regulations or articles of organization of any of the companies that are a party to the merger.

EIGHTH: The merger shall become effective as of 11:59 p.m. on Tuesday, December 31, 2002. The merger shall have the effects set forth in Sections 607.1106 and 607.1108 of the FBCA.

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

TENTH: SIGNATURES FOR EACH PARTY:

Spherion Atlantic Enterprises LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: *Executive Vice President / CFO*

Spherion Real Estate Solutions Inc., a
Florida corporation

By: _____

Name: _____

Title: _____

Lisa G. Iglesias
Vice President

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TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
OF
SPHERION REAL ESTATE SOLUTIONS INC., a Florida corporation,
with and into
SPHERION ATLANTIC ENTERPRISES LLC, a Delaware limited liability company**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is executed as of December 31, 2002 by and between SPHERION REAL ESTATE SOLUTIONS INC., a Florida corporation ("Spherion Real Estate" or hereinafter referred to as the "Merging Entity") and SPHERION ATLANTIC ENTERPRISES LLC, a Delaware limited liability company (the "Surviving Company"). The Surviving Company and the Merging Entity are sometimes hereinafter referred to jointly as the "Constituent Companies."

RECITAL

The Board of Directors or the Board of Managers, as appropriate, of the Constituent Companies deems it advisable and in the best interest of said companies and their respective shareholders or members that the Merging Entity merge with and into the Surviving Company.

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

**ARTICLE I
BACKGROUND**

Section 1.1. Organization of the Parties. Spherion Real Estate Solutions Inc. is a corporation duly organized and existing under the laws of the State of Florida. Spherion Atlantic Enterprises LLC is a limited liability company duly organized and existing under the laws of the State of Delaware.

Section 1.2. Merging Entity's Capital Stock. The Merging Entity has authorized capital stock consisting of one hundred (100) shares of common stock, with no par value, of which one hundred (100) shares are now duly issued and outstanding and held by Spherion U.S. Inc., a Florida corporation.

Section 1.3. Surviving Company's Membership Interests. The Surviving Company has four members, Spherion U.S. Inc., a Florida corporation, Norrell Temporary Services, Inc., a Georgia corporation, Norrell Resources Corporation, a Delaware corporation, and the Merging Entity. The membership interests held by these members are uncertificated.

Section 1.4. Merger. Effective Tuesday, December 31, 2002, at 11:59 p.m., Spherion Real Estate will merge with and into the Surviving Company (the "Merger").

**ARTICLE 2
PARTIES TO PROPOSED MERGER**

Section 2.1. The Merging Entity. The name of the company proposing to merge into the Surviving Company is SPHERION REAL ESTATE SOLUTIONS INC., a Florida corporation.

Section 2.2. The Surviving Company. The name of the company into which the Merging Entity proposes to merge is SPHERION ATLANTIC ENTERPRISES LLC, a Delaware limited liability company.

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ALABAMA
STATE
OF ALABAMA
CLERK OF DISTRICT COURT

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

Section 3.1. General. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined): (a) the Merging Entity shall merge with and into the Surviving Company, which shall survive the merger and continue to be a Delaware limited liability company; (b) the separate existence and corporate organization of the Merging Entity shall cease upon the Effective Date of the Merger, as provided by the DLLCA and the FBCA; (c) the legal existence of Surviving Company with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and (d) the Surviving Company shall be governed by the laws of the State of Delaware and succeed to all rights, assets, liabilities and obligations of the Merging Entity.

Section 3.2. Effective Date of the Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be Tuesday, December 31, 2002, at 11:59 p.m.

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

**ARTICLE 4
MANNER AND BASIS OF SHARES
OF THE MERGING ENTITY
INTO MEMBERSHIP INTERESTS OF THE SURVIVING COMPANY**

Upon the Effective Date of the Merger, all issued and outstanding shares, including any rights to acquire any shares) of the Merging Entity shall automatically and by operation of law be canceled without any consideration being issued or paid therefor and any certificates evidencing ownership of such interests shall be void and of no effect, and all issued and outstanding membership interests of the Surviving Company, without any action on the part of the holder thereof, shall remain issued and outstanding.

**ARTICLE 5
CERTIFICATE OF FORMATION AND LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF THE SURVIVING COMPANY**

The Certificate of Formation, as amended, of Spherion Atlantic Enterprises LLC on the Effective Date of the Merger shall be the Certificate of Formation of the Surviving Company until thereafter amended in accordance with applicable law. Also, upon the Effective Date of the Merger, the limited liability company operating agreement of Spherion Atlantic Enterprises LLC shall be the limited liability company operating agreement of the Surviving Company until thereafter amended in accordance with applicable law.

**ARTICLE 6
MANAGERS AND OFFICERS**

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

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The names and business addresses of the managers of the Surviving Company are:

Cinda A. Hallman	2050 Spectrum Blvd., Fort Lauderdale, FL 33309
Lisa G. Iglesias	2050 Spectrum Blvd., Fort Lauderdale, FL 33309
Roy G. Krause	2050 Spectrum Blvd., Fort Lauderdale, FL 33309
Robert E. Livonius	2050 Spectrum Blvd., Fort Lauderdale, FL 33309

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. The Merging Entity represents and warrants as follows:

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

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

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

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

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

ARTICLE 8 EFFECTS OF MERGER

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

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**ARTICLE 9
CORPORATE APPROVALS AND TERMINATION**

Section 9.1. Corporate Approvals. Pursuant to Section 18-209 of the DLLCA and Section 607.1103 of the FBCA, this Agreement and related matters have been submitted to the shareholders of the Merging Entity and the members of the Surviving Company to vote or consent with respect thereto.

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

**ARTICLE 10
MISCELLANEOUS**

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

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

Section 10.3. Procedure. Each party will in a timely manner follow the procedures provided by Delaware and Florida law in connection with the statutory merger including the filing of appropriate Certificate of Ownership and Merger, Articles of Merger, and/or Certificates of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

Section 10.4. Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization under Internal Revenue Code Section 368. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

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TALLAHASSEE, FLORIDA

EXECUTED as of the date first above written.

ATTEST:

By: Kelly Rosenbaum
Name: Kelly Rosenbaum
Title: Assistant Secretary

SPHERION REAL ESTATE SOLUTIONS INC.

By: Lisa G. Iglesias
Name: Lisa G. Iglesias
Title: Vice President

ATTEST:

By: Randal B. Atkinson
Name: Randal B. Atkinson
Title: Assistant Secretary

SPHERION ATLANTIC ENTERPRISES LLC

By: Ray Krause
Name: Ray Krause
Title: Executive Vice President/
CFO

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