

94000061204

HOLLAND & KNIGHT

Requestor's Name

315 SOUTH CALHOUN STREET

Address

Tallahassee, Florida 32301

City/State/Zip

Phone #

224-7000

500002730225--1
-01/05/99--01041--015
****420.00 ****175.00

500002730225--1
-01/05/99--01041--016
*****70.00 *****70.00
Office Use Only

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

1. Romac International, Inc.
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

FILED
99 JAN -4 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

☒ Walk-in

☒ Pick up time

2:00

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Part
<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 checked="" 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"/>	Restatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

245⁰⁰
need file date
of 1-4-99

file 1/5

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

ROMAC AND ASSOCIATES OF FORT LAUDERDALE, INC., a Florida corporation, F75072

ROMAC INTERNATIONAL OF CALIFORNIA, INC., a Florida corporation, P96000056820

ROMAC INTERNATIONAL OF COLORADO, INC. a Florida corporation, P97000100628

ROMAC INTERNATIONAL OF MINNESOTA, INC., a Florida corporation, H39827

FMA TEMPORARIES OF CHICAGO, INC., a Florida corporation, L01116

SOURCE SERVICES CORPORATION EAST, a Delaware corporation

INTO

ROMAC INTERNATIONAL, INC., a Florida corporation, P94000061204.

File date: January 4, 1999

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER BETWEEN
ROMAC INTERNATIONAL, INC.
SOURCE SERVICES CORPORATION EAST
ROMAC AND ASSOCIATES OF FORT LAUDERDALE, INC.
ROMAC INTERNATIONAL OF CALIFORNIA, INC.
ROMAC INTERNATIONAL OF COLORADO, INC.
ROMAC INTERNATIONAL OF MINNESOTA, INC.
AND FMA TEMPORARIES OF CHICAGO, INC.**

FILED
99 JAN -4 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1104 of the Florida Business Corporation Act (the "Florida Act"), the following 100% owned subsidiaries of Romac International, Inc., a Florida corporation (the "Survivor"), are being merged with and into the Survivor (the "Merger"): Source Services Corporation East, a Delaware corporation, Romac and Associates of Fort Lauderdale, Inc., a Florida corporation, Romac International of California, Inc., a Florida corporation, Romac International of Colorado, Inc., a Florida corporation, Romac International of Minnesota, Inc., a Florida corporation, and FMA Temporaries of Chicago, Inc., a Florida corporation (collectively, the "Targets").

Accordingly, the Survivor hereby adopts and submits the following Articles of Merger for the purpose of effecting the Merger:

ARTICLE I

The Plan of Merger effecting the Merger of the Targets with and into the Survivor is attached hereto as Exhibit A and is incorporated herein by this reference.

ARTICLE II

The name of the surviving corporation is Romac International, Inc., a Florida corporation.

ARTICLE III

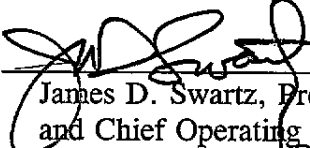
The effective date of the Merger shall be at 6:00 p.m. on December 31, 1998.

ARTICLE IV

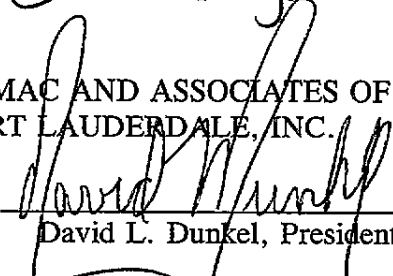
The Plan of Merger was adopted by written consent of the Board of Directors of the Survivor and each of the Targets as of December 31, 1998. Approval by the shareholders of the Survivor and each of the Targets is not required pursuant to Section 607.1104 of the Florida Act and Section 253 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned have executed this document effective as of the 31 day of December 3, 1998.


ROMAC INTERNATIONAL, INC.

By: 
James D. Swartz, President
and Chief Operating Officer

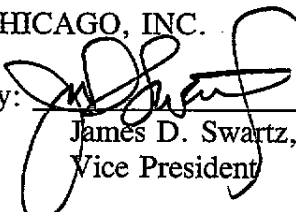
ROMAC AND ASSOCIATES OF
FORT LAUDERDALE, INC.

By: 
David L. Dunkel, President

ROMAC INTERNATIONAL OF
COLORADO, INC.

By: 
Peter Dominici,
Secretary and Treasurer


FMA TEMPORARIES OF
CHICAGO, INC.

By: 
James D. Swartz,
Vice President

SOURCE SERVICES CORPORATION
EAST

By: 
David L. Dunkel, President

ROMAC INTERNATIONAL OF
CALIFORNIA, INC.

By: 
Peter Dominici,
Secretary and Treasurer

ROMAC INTERNATIONAL OF
MINNESOTA, INC.

By: 
David L. Dunkel, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of December 31, 1998 (the "Agreement"), is entered into by and among Romac International, Inc. (the "Survivor"), Romac and Associates of Fort Lauderdale, Inc., Romac International of California, Inc., Source Services Corporation East, Romac International of Colorado, Inc., Romac International of Minnesota, Inc., and FMA Temporaries of Chicago, Inc. (all such entities, other than the Survivor, individually a "Target" and collectively, the "Targets"). The Survivor and the Targets are referred to collectively herein as the "Parties".

Background

The Survivor owns 100% of the outstanding common stock of each of the Targets. In order to effectuate the distribution and transfer of all of the assets, liabilities and obligations of each of the Targets to the Survivor in complete cancellation of all of the Survivor's stock in each of the Targets, the Parties desire to merge the Targets into the Survivor pursuant to the "short form" merger statutes set forth in Delaware General Corporation Law Section 253 and Florida Business Corporation Act Section 607.1104, as applicable. This Agreement, together with the resolutions of the Survivor's board of director's approving this Agreement and authorizing the distribution and transfer of each of the Target's assets, liabilities and obligations to the Survivor in complete cancellation of the Survivor's stock in each of the Targets, are intended by the Parties to constitute a plan of liquidation for Federal Tax purposes. The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate existence of each of the Targets will cease. Accordingly, in consideration of the mutual agreement and covenants set forth below, the parties agree as follows:

Terms and Conditions

1. Merger. At the Effective Time, as defined in Section 2, below, each Target shall be merged with and into the Survivor, and the separate corporate existence of each Target shall cease (the "Merger"). The corporate existence of the Survivor shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall remain governed by the laws of Florida. The Survivor shall retain its current name after the Merger.
2. Effective Time. The Effective Time of the Merger shall be 6:00 p.m. on December 31, 1998.
3. Conversion of Shares. The manner and basis of converting the shares of each corporation shall be as follows:

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Parties or the Parent, each share of common stock of the Targets that is outstanding immediately prior to the Effective Time shall be cancelled and extinguished and cease to exist. Each share of the Survivor's common stock that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

4. Continuation of Rights and Obligations. At and after the Effective Time of the Merger, the Survivor shall possess all rights, privileges, powers, and franchises of each of the Targets. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to each Target shall be vested in the Survivor without further action. At and after the Effective Time of the Merger, the Survivor shall assume and be liable for all the liabilities and obligations of each Target as if those liabilities and obligations had been incurred by the Target.

5. Survival of Claims. Any claim existing, or action or proceeding pending, by or against any Target may be prosecuted as if the Merger had not taken place, or the Survivor may be substituted in the place of any Target in such action or proceeding. The Survivor agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Source Services Corporation East, as well as for enforcement of any obligation of the Survivor arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to section 262 of the Delaware General Corporation Law, and the Survivor irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and any such process may be mailed by the Secretary of State to the following address: Romac International, Inc., 120 West Hyde Park Place, Tampa, Florida 33606.

6. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Survivor, as in effect at the Effective Time of the Merger, shall continue in full force and effect.

7. Directors and Officers. The directors and officers of the Survivor in office immediately prior to and at the Effective Time, shall remain the directors and officers of the Survivor, retaining their respective offices and positions.

8. Dissenting Shareholders. Other than the Survivor, there are no shareholders of any of the Targets who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent from the merger pursuant to section 607.1320 of the Florida Business Corporation Act, who may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value for their shares.

9. Termination. This Agreement may be terminated at any time prior to the Effective Time by any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first written above.

ROMAC INTERNATIONAL, INC.

By: _____
James D. Swartz, President
and Chief Operating Officer

FMA TEMPORARIES OF CHICAGO,
INC.

By: _____
James D. Swartz,
Vice President

ROMAC AND ASSOCIATES OF
FORT LAUDERDALE, INC.

By: _____
David L. Dunkel, President

SOURCE SERVICES CORPORATION EAST

By: _____
Name: _____
Its: _____

ROMAC INTERNATIONAL OF
COLORADO, INC.

By: _____
Peter Dominici, Secretary
and Treasurer

ROMAC INTERNATIONAL OF
CALIFORNIA, INC.

By: _____
Peter Dominici, Secretary
and Treasurer

ROMAC INTERNATIONAL OF
MINNESOTA, INC.

By: _____
James D. Swartz,
Vice President