



networks

PRESTIGE HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. 07210000000002

REFERENCE : 629928 81557A

AUTHORIZATION : Patucia Pajita

COST LIMIT : \$ 70.00

ORDER DATE : June 30, 1995

ORDER TIME : 11:18 AM

ORDER NO. : 629928

CUSTOMER NO: 81557A

400001530894

CUSTOMER: Mark F. Mooney, Esq.
MARK F. MOONEY, ESQ

Bay Lake Center, Suite 201
13907 North Dale Mabry Hwy
Tampa, FL 33618

DOMESTIC FILING

NAME: RESEARCH RESOURCES, INC.

XX ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS: T. BROWN

JUL - 7 1995

FILED
95 JUL - 6 AM 7:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
RESEARCH RESOURCES, INC.

FILED
95 JUL -6 AM 7:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a Corporation under the Florida Business Corporations Act, does hereby adopt the following Articles of Incorporation.

Article I - Name

The name of this Corporation is RESEARCH RESOURCES, INC. The principal place of business of this Corporation shall be 4039 Priory Circle, Tampa, Florida, 33688, and the mailing address shall be P.O. Box 270892, Tampa, Florida 33688, or such other place as may be designated by the Board of Directors.

Article II - Capital Stock

The Corporation shall have the authority to issue 1,000 shares of common stock, no par value.

Article III - Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 4039 Priory Circle, Tampa, Florida, 33624. The initial registered agent of this Corporation is George K. Gessner.


Article IV - Incorporator

The name and address of the person signing these Articles as the incorporator is:

George K. Gessner
4039 Priory Circle
Tampa, Florida 33624


IN WITNESS WHEREOF, the undersigned Incorporator has

executed these Articles of Incorporation, this 29 day of
June, 1995.


George K. Gessner

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged
before me this 29th day of June, 1995 by George K. Gessner,
who is personally known to me or who has produced a Florida Drivers
License as identification and did not take an oath.

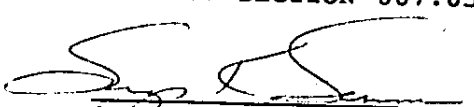

Mark F. Mooney
NOTARY PUBLIC
State of Florida At Large

My Commission Expires:



MARK F. MOONEY
MY COMMISSION # CC383820 EXPIRES
July 24, 1998
BONDED THRU TROY FARM INSURANCE, INC.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THESE ARTICLES OF
INCORPORATION, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I
FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND
I ACCEPT THE DUTIES AND OBLIGATIONS OF SECTION 607.0505 FLORIDA
STATUTES.


George K. Gessner,
Registered Agent

6/29/95
Date

P950000 52255

ARTICLES OF MERGER
Merger Sheet

.....
MERGING:

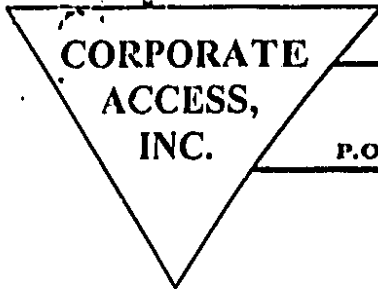
RESEARCH RESOURCES, INC., a Florida corporation, P950000 52255

INTO

CLINSITES/RESEARCH RESOURCES, INC., a North Carolina corporation not
qualified in Florida.

File date: February 3, 1997

Corporate Specialist: Darlene Connell



P95000052255

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (904) 222-2666 or (800) 969-1666 . Fax (904) 222-1666

WALK IN

PICK UP

1/31/97 4:10 PM

CERTIFIED COPY _____

CUS _____

☒ PHOTO COPY _____

☒ FILING _____

Merger

1.) *Research Resources, Inc*
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
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10.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

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97 FEB -3 PM 1:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 FEB -3 AM 9:30
DIVISION OF CORPORATION

Merger 1-3-97

ARTICLES OF MERGER
MERGING
RESEARCH RESOURCES, INC.,
a Florida Corporation
INTO
CLINSITES/RESEARCH RESOURCES, INC.,
a North Carolina Corporation

FILED
91 FEB -3 PM 1:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 55-11-05 of the North Carolina Business Corporation Act and Section 607.1105 of the Florida Business Corporation Act, CLINSITES/RESEARCH RESOURCES, INC., a North Carolina corporation (the "Surviving Corporation"), hereby submits these Articles of Merger for the purpose of merging RESEARCH RESOURCES, INC., a Florida corporation ("RRI") with and into Surviving Corporation:

1. A copy of the Agreement and Plan of Merger (the "Plan of Merger") dated as of the 29th day of January, 1997, by and among Clinical Site Services Corp., a Tennessee corporation, Surviving Corporation and RRI, is attached hereto as Exhibit A and incorporated fully herein by this reference.

2. This merger shall become effective on the date these Articles of Merger are filed with the North Carolina Secretary of State and the Florida Department of State.

3. The Plan of Merger was approved and adopted by the sole shareholder of the Surviving Corporation on January 29, 1997 and by the sole shareholder of RRI on January 29, 1997.

4. Upon effectiveness of the merger, the Articles of Incorporation of the Surviving Corporation shall be amended to change the name of the Surviving Corporation to "Research Resources, Inc."

IN WITNESS WHEREOF, the Surviving Corporation and RRI have has caused these Articles of Merger to be duly executed by their respective duly authorized officers as of this 29th day of January, 1997.

CLINSITES/RESEARCH RESOURCES, INC.

By: 

George K. Gessner,
President

RESEARCH RESOURCES, INC.

By: 

George K. Gessner,
President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made as of the 29th day of January, 1997 by and among Clinical Site Services Corp., a Tennessee corporation ("ClinSites"), ClinSites/Research Resource, Inc., a newly formed North Carolina corporation and wholly owned subsidiary of ClinSites ("Merger Sub") and Research Resources, Inc., a Florida corporation ("RRI").

PRELIMINARY STATEMENT

A. The Boards of Directors of ClinSites and RRI each have determined that a business combination between ClinSites and RRI is in the best interests of their respective companies and shareholders and presents a opportunity for their respective companies to enhance the service provided to consumers and achieve long-term strategic and financial benefits, and, accordingly, have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein.

B. For federal income tax purposes, it is intended that the merger provided for herein shall qualify as a reorganization within the meaning of Section 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended (the "Code").

C. ClinSites, Merger Sub and RRI desire to make certain representations, warranties and agreements in connection with the merger.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, the parties hereto hereby agree as follows:

**I.
MERGER**

1.01. The Merger.

Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.03), RRI shall be merged with and into Merger Sub in accordance with this Agreement and the separate corporate existence of RRI shall thereupon cease (the "Merger"). Merger Sub shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall be a wholly-owned subsidiary of ClinSites. The Merger shall have the effects specified in Section 55-11-06 of the North Carolina Business Corporation Act ("NCBCA") and Section 607.1106 of the Florida Business Corporation Act ("FBCA").

1.02. The Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") shall take place (a) at the principal offices of ClinSites at 10:00 a.m., local time, on the first business day immediately following the day on which the last to be fulfilled or waived of the conditions set forth in Articles VI and VII shall be fulfilled or waived in accordance herewith or (b) at such other time, date or place as ClinSites and RRI may agree. The date on which the Closing occurs is hereinafter referred to as the "Closing Date."

1.03. Effective Time. If all the conditions to the Merger set forth in Articles VI and VII shall have been fulfilled or waived in accordance herewith and this Agreement shall not have been terminated as provided in accordance herewith, the parties hereto shall cause Articles of Merger meeting the requirements of Section 55-11-05 of the NCBCA and Section 607.1105 of the FBCA to be properly executed and filed in accordance with such Sections on the Closing Date. The Merger shall become effective at the time of filing of the Articles of Merger or at such later time which the parties hereto shall have agreed upon and designated in such filing as the effective time of the Merger (the "Effective Time").

II.

ARTICLES OF INCORPORATION AND BYLAWS AND OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

2.01. Articles of Incorporation. The Articles of Incorporation of Merger Sub in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, until duly amended in accordance with applicable law.

2.02. Bylaws. The Bylaws of Merger Sub in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with applicable law.

2.03. Directors. George K. Gessner and D. Scott Davis shall be the initial directors of the Surviving Corporation as of the Effective Time.

2.04. Officers. The initial officers of the Surviving Corporation as of the Effective Time shall be George K. Gessner, President and Traci Locke, Secretary.

III.

CONVERSION OF RRI STOCK

3.01. Conversion of Shares. (a) At the Effective Time, each share of Common Stock, no par value, of RRI (the "RRI Common Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 1,000 shares of Common Stock, no par value, of ClinSites (the "ClinSites Common Stock").

(b) As a result of the Merger and without any action on the part of the holder thereof, at the Effective Time all shares of RRI Common Stock shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and each holder of shares of RRI Common Stock shall thereafter cease to have any rights with respect to such shares of RRI Common Stock, except the right to receive, without interest, shares of ClinSites Common Stock upon the surrender of a certificate (a "Certificate") representing such shares of RRI Common Stock.

(c) Each share of RRI Common Stock issued and held in RRI's treasury at the Effective Time shall, by virtue of the Merger, cease to be outstanding and shall be cancelled and retired without payment of any consideration therefor.

3.03. Exchange of Certificates Representing RRI Common Stock.

(a) As of the Effective Time, ClinSites shall deliver to the holders of shares of RRI Common Stock certificates representing the shares of ClinSites Common Stock in exchange for Certificates representing outstanding shares of RRI Common Stock.

(b) At or after the Effective Time, there shall be no transfers on the stock transfer books of RRI of the shares of RRI Common Stock which were outstanding immediately prior to the Effective Time.

3.04. Adjustment of Exchange Ratio. In the event that, subsequent to the date of this Agreement but prior to the Effective Time, the outstanding shares of ClinSites Common Stock or RRI Common Stock, respectively, shall have been changed into a different number of shares or a different class as a result of a stock split, reverse stock split, stock dividend, subdivision, reclassification, split, combination, exchange, recapitalization or other similar transaction, the exchange ratios set forth in Section 3.01 above shall be appropriately adjusted.

3.05. Fractional Shares. In lieu of the issuance of fractional shares of ClinSites Common Stock, each shareholder of RRI, upon surrender of a certificate which immediately prior to the Effective Time represented RRI Common Stock, shall be entitled to receive a cash payment (without interest) equal to the fair market value of any fraction of a share of ClinSites Common Stock to which such holder would be entitled but for this provision. For purposes of calculating such payment, the fair market value of a fraction of a share of ClinSites Common Stock shall be such fraction multiplied by \$1.50.

**IV.
REPRESENTATIONS AND WARRANTIES OF RRI**

RRI represents, warrants and agrees, as follows:

4.01. Organization and Standing. RRI is duly organized, validly existing and in good standing under the laws of Florida and has full power and authority to carry on the

business as it is now being conducted and to own the properties and assets it now owns. RRI is qualified to do business as a foreign corporation in each jurisdiction where the ownership of property or the conduct of business would require such qualification. RRI has heretofore delivered to ClinSitz complete and correct copies of its Articles of Incorporation and Bylaws as presently in effect. RRI has no subsidiaries. Each of the shareholders of RRI owns the number of shares as set forth on Schedule 4.01(a), which represents all of the outstanding capital stock of RRI. The name, address and number of shares owned by each of the shareholders of RRI is set forth on Schedule 4.01(b).

4.02. Authority for Agreement; Validity; Binding Obligation. The consummation by RRI of the transactions contemplated hereby has been duly authorized by all requisite corporate action, including the required approvals by the Board of Directors of RRI and the holders of the outstanding shares of RRI Common Stock. This Agreement constitutes, and all agreements and documents contemplated hereby (when executed and delivered pursuant hereto for value received) will constitute, the valid and legally binding obligations of RRI, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights and general principles of equity. RRI has the full corporate power and authority, and has obtained any approval required by law, to execute and deliver this Agreement and all agreements and documents contemplated hereby. The Agreement constitutes the valid and binding agreement of RRI, enforceable against RRI in accordance with its terms.

4.03. Capitalization. The authorized capital stock of RRI consists of 1000 shares of common stock, no par value, of which 100 shares are validly issued, fully paid and nonassessable. There are no existing agreements, options, warrants, rights, calls or commitments of any character to which either RRI or any of the shareholders of RRI is a party or by which either of them is bound providing for the issuance of any additional shares, the sale of treasury shares, or for the repurchase or redemption of shares of stock of RRI, and there are no outstanding securities or other instruments convertible into or exchangeable for shares of such capital stock and no commitments to issue such securities or instruments. To the best of RRI's knowledge, the issuance of the outstanding shares of the capital stock of RRI was exempt from registration under the Securities Act of 1933, as amended (the "1933 Act"), and all applicable state securities laws.

4.04. Taxes. RRI has filed all federal, state and local tax returns or information returns required to be filed by it. All of such returns have been prepared accurately and filed in accordance with applicable laws and regulations. RRI has paid all taxes and assessments (including, without limitation, income, excise, unemployment, social security, occupation, franchise, property, sales and use taxes, import duties or charges, and all penalties and interest in respect thereof) due and payable by it. RRI has not (i) been audited by any taxing authority, (ii) received notice that any taxing authority contemplates such an audit, (iii) signed any extension agreement with any taxing authority, or (iv) received notice of any deficiencies, adjustments, assessments or other charges with respect to taxes paid or payable.

4.05. Litigation. To the best of RRI's knowledge, there is no litigation, proceeding, claim or governmental investigation pending or threatened against RRI at law or in equity before any court or other governmental agency which either individually or in the aggregate (i) could have a materially adverse effect on the business of RRI or its ability to operate the business of RRI or (ii) seeks to prevent, restrain or interfere with the consummation of the transactions contemplated by this Agreement.

4.06. Compliance with Law and Other Regulations. RRI is in compliance with all requirements of federal, state and local law and all governmental bodies or agencies having jurisdiction over it, and has, and to the best of RRI's knowledge all health care providers with which RRI has contractual relationships have, all licenses, permits, certificates and authorizations required for, the conduct of its business, and all premises otherwise occupied by it. RRI has not, to the best of RRI's knowledge, received any notice, not heretofore complied with, from any federal, state or other governmental authority or agency having jurisdiction over its properties or activities, or any insurance or inspection body, that its operations or any of its properties, assets, or business procedures or practices fail to comply with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public or quasi-public authority or body. To the best of RRI's knowledge, neither RRI nor any shareholder of RRI is currently engaging in any activity, whether alone or in concert with others, which constitutes a violation of any federal or state laws prohibiting fraudulent or abusive practices connected in any way with the provision of healthcare services or the billing of such services provided to a beneficiary of any federal or state health or insurance program.

4.07. Defaults; No Violation. To the best of RRI's knowledge, RRI is not in default under, and no event has occurred which, with the lapse of time or action by a third party, would result in a default under, any outstanding mortgage, contract or agreement to which it is a party. Neither the execution and delivery of this Agreement nor the performance by RRI of its obligations hereunder nor the consummation of the transactions contemplated hereby will (a) violate any provision of the Articles of Incorporation or Bylaws of RRI; (b) violate, be in conflict with, constitute a default under, or permit the termination of any contract to which RRI is a party, or cause the acceleration of the maturity of any debt or obligation of RRI, (c) require the consent of any other party to, or result in the creation or imposition of any lien upon any of the Assets (as hereinafter defined) under, any agreement or commitment to which RRI is a party; or (d) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which RRI is subject. "Assets" means all assets to be owned by RRI on the Closing Date and shall include, without limitation, corporate office assets, and all other assets, whether real, personal, tangible or intangible, listed on RRI's Financial Statements (as hereinafter defined).

4.08. Financial Statements. The compiled financial statements of RRI for the fiscal years ended December 31, 1995 and for the nine-month period ending September 30, 1996, copies of which are attached hereto as Schedule 4.08(a), are true, correct and complete, and fairly and accurately present the financial and business condition of RRI as of the dates thereof and the results of the operations of RRI for the periods covered thereby. The financial

statements set forth in Schedule 4.08(a) are collectively, together with the notes thereto, referred to as the "Financial Statements." The Financial Statements reflect or adequately provide for all claims against, and all debts and liabilities of, RRI, fixed or contingent, existing at the dates thereof.

4.09. Ownership of Properties. Schedule 4.09(a) sets forth a list of all of the Assets owned or leased by RRI. RRI has good title to all of the Assets owned by it and good and valid leasehold estates in all of the Assets leased by it, free and clear of mortgages, security interests, liens, defects, charges, encumbrances, restrictions, and rights of third parties (excluding accounts payable in the ordinary course of business).

4.10. Contracts, Agreements and Commitments. RRI does not have any agreements or commitments, including, without limitation, (a) any agreement restricting competition or (b) any commitments or obligations, contingent or otherwise, under any contract or agreement (i) for the purchase or sale of supplies, services or other items in excess of \$10,000 in any one instance, (ii) for the purchase or sale of any equipment or machinery which is capitalized or which is expensed and in excess of \$10,000, (iii) for the performance of services for others in excess of \$10,000 in any one instance or extending beyond the end of the current fiscal year, (iv) for the lease of any property, tangible or intangible, or (v) with any shareholder, partner, officer or director of RRI or any affiliate of such persons.

4.11. No Other Liabilities or Adverse Conditions. With the exception of the liabilities set forth on the Financial Statements and the liabilities incurred in the ordinary course of the business of RRI since the date of the latest Financial Statements, to the best of RRI's knowledge, RRI does not have any liabilities of any nature, whether absolute, accrued, contingent or otherwise or whether due or to become due, except for obligations disclosed in the Schedules, and to the best of RRI's knowledge, there has not occurred or arisen any event, condition or change to the financial condition, business, Assets, operations or prospects of RRI that might result in a material adverse change to the financial condition, business, Assets, operations or prospects of RRI.

4.12. Labor, Employment Contracts and Employee Benefit Programs. RRI does not have, and at the Closing Date will not have, any obligations, contingent or otherwise, written or oral, under any employment contract, collective bargaining agreement, pension or retirement plan, bonus plan, or other employee contract or non-terminable agreement, group insurance, group hospitalization or other employee benefit plan, other than (i) normal salary or wage accruals, and (ii) paid vacations, sick leave and holiday accruals. RRI has performed all obligations required to be performed under all such plans and is not in arrears in any material respect under any of the terms thereof. RRI has not engaged in discussions with respect to any collective bargaining agreement or been the subject of any election with respect to the unionization of any employees, and no such discussions or elections are now pending or threatened or contemplated. RRI has complied with all applicable federal and state laws relating to the employment of labor, including, without limitation, the provisions thereof relative to wages, hours, collective bargaining, and payment of Social Security taxes or any state taxes.

There is no employee benefit plan established or maintained for employees of RRI, or to which contributions have been made by RRI, which is subject to Title IV or Part 3 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended.

4.13. Insurance Coverage. RRI maintains in full force and effect, with no premium arrearages, insurance policies bearing the numbers, for the terms, with the companies, in the amounts and providing the coverage set forth on Schedule 4.13. True and correct copies of all such policies, and all endorsements thereto, have been delivered to ClinSites.

4.14. Distributions. Since the date of the Financial Statements, there has not been any distribution or payment by RRI, directly or indirectly, of any money or other property to its shareholders, officers or directors.

4.15. Trademarks, Trade Names, Etc. RRI does not hold any trademark, trade name, or service mark, nor is it currently prosecuting any registration or application with respect to any such mark.

4.16. Reports and Returns. RRI has (i) filed all reports and returns heretofore required by federal, state or municipal authorities and to the various governmental authorities which control, directly or indirectly, any of its activities, and (ii) paid all sums heretofore due with respect to such reports and returns. No such report or return has been materially inaccurate, incomplete or misleading.

4.17. Additional Documents Supplied by RRI. RRI has delivered or will deliver to ClinSites true and exact copies of (i) all appraisal reports, surveys or other documents prepared since July 31, 1996, if any, which evaluate or describe the business of RRI, or any of the Assets; and (ii) a complete list of all equipment owned by RRI, if any, which includes a description of each item thereof, the date of its purchase, its cost, its estimated life, the amount of depreciation accrued thereon, any warranties with respect thereto and any records of repairs to such equipment.

4.18. Consents and Approvals of Governmental Authorities. No consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority is required to be made or obtained by RRI in connection with the execution, delivery and performance of this Agreement.

4.19. Absence of Certain Changes. Since the date of the Financial Statements, RRI has not:

- (a) Amended its Articles of Incorporation or Bylaws;
- (b) Made any capital expenditures;
- (c) Changed its method of accounting;

- (d) Increased the compensation of any officer or director or of any employee whose individual remuneration exceeds \$25,000 annually;
- (e) Permitted or allowed any of the Assets to be subjected to any claim, charge, lien or encumbrance;
- (f) Cancelled or compromised any debts or waived or permitted to lapse any claims or rights or sold, transferred or otherwise disposed of any of the Assets except in the ordinary course of business and consistent with past practice;
- (g) Increased any accounts payable (other than accounts payable incurred in connection with the Merger);
- (h) Entered into any commitment or transaction not in the ordinary course of business and consistent with past practice;
- (i) Suffered any damage to or destruction of any of the Assets; or
- (j) Agreed, whether in writing or otherwise, to take any action described in this Section 4.19.

4.20. Defects in Property. To the best of RRI's knowledge, there are no defects in the condition of the Assets which have not been corrected or which will impair the condition of the Assets or the operation of the business of RRI. The Assets are in good operating condition, ordinary wear and tear excepted.

4.21. Environmental Conditions.

(a) To the best of RRI's knowledge, RRI is currently in compliance with all environmental laws, which compliance includes, without limitation, the possession by RRI of all permits and other governmental authorization required under applicable environmental laws to operate the business as currently operated, and is in compliance with the terms and conditions thereof.

(b) To the best of RRI's knowledge, RRI has not received any communication (written or oral), whether from a governmental authority, citizen's group, employee or otherwise, that alleges that such entity is not in full compliance with environmental laws, and there are no circumstances that may prevent or interfere with such full compliance in the future. There is no environmental claim pending or threatened against RRI.

(c) To the best of RRI's knowledge, there have been no actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge, presence or disposal of any hazardous substances that could form the basis of any environmental claim against RRI, and RRI knows of no such actions, activities, circumstances, conditions, events or incidents.

4.22. Statements and Other Documents Not Misleading. Neither this Agreement, including all exhibits and schedules thereto, nor the closing documents, in each case except as

disclosed to ClinSites in writing, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make such statement, document or other instrument not misleading. No other documents or instruments heretofore or hereafter furnished by either RRI or any of the shareholders of RRI to ClinSites in connection with the transactions contemplated hereby contains or will contain any such untrue statement or omission of a material fact.

4.23. Representations Concerning Merger. (a) There is no plan or intention by the shareholders of RRI who own 1 percent or more of the outstanding RRI Common Stock, and to the best of the knowledge of the management of RRI, there is no plan or intention on the part of the remaining shareholders of RRI to sell, exchange, or otherwise dispose of a number of shares of ClinSites Common Stock received in the transaction that would reduce the RRI shareholders' ownership of ClinSites Common Stock to a number of shares having a value, as of the date of the transaction, of less than 50 percent of the value of all of the formerly outstanding RRI Common Stock as of the same date. This representation includes shares of RRI Common Stock exchanged for cash in lieu of fractional shares of ClinSites Common Stock.

(b) The liabilities of RRI assumed by ClinSites and the liabilities to which the transferred assets of RRI are subject were incurred by RRI in the ordinary course of its business.

(c) There is no intercorporate indebtedness existing between RRI and ClinSites that was issued, acquired, or will be settled at a discount.

(d) RRI is not an investment company as defined in Section 368(a)(2)(f)(iii) and (iv) of the Internal Revenue Code.

(e) RRI is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(a) of the Internal Revenue Code.

(f) The ratio for the exchange of shares of RRI Common Stock for ClinSites Common Stock in the Merger was negotiated through arm's length bargaining. Accordingly, the fair market value of the ClinSites Common Stock to be received by RRI stockholders in the Merger will be approximately equal to the fair market value of the RRI Common Stock surrendered by such stockholders in exchange thereof.

(g) The management of RRI is not aware of any transfers of RRI Common Stock by any holders thereof prior to the Effective Date which were made in contemplation of the Merger.

(h) As a result of the Merger, RRI will transfer to Merger Sub at least ninety percent (90%) of the fair market value of the net assets and at least seventy percent (70%) of the fair market value of the gross assets of RRI held by it immediately prior to the Merger. For this purpose, amounts used to pay dissenters or to pay reorganization expenses, and all redemptions and distributions (except for regular, normal dividends) made by RRI immediately

prior to or in contemplation of the Merger will be considered as assets held by RRI immediately prior to the Merger. RRI has not redeemed any of the RRI Common Stock, made any distribution with respect to any of the RRI Common Stock, or disposed of any of its assets in anticipation of or as a part of a plan for the acquisition of RRI by Merger Sub.

(i) The assumption by Merger Sub of the liabilities of RRI pursuant to the Merger is for a bona fide business purpose and the principal purpose of such assumption is not the avoidance of federal income tax on the transfer of assets of RRI to Merger Sub pursuant to the Merger.

(j) The liabilities of RRI assumed by Merger Sub and the liabilities to which the transferred assets of RRI are subject were incurred by RRI in the ordinary course of its business. No liabilities of any person other than RRI will be assumed by Merger Sub or ClinSites in the Merger, and none of the shares of RRI to be surrendered in exchange for ClinSites Common Stock in the Merger will be subject to any liabilities.

4.24. **Materiality.** For purposes of this Article IV, "material" means an amount in excess of \$25,000, either individually or in the aggregate.

V.

REPRESENTATIONS AND WARRANTIES OF CLINSITES AND MERGER SUB

ClinSites and Merger Sub represent, warrant and agree as follows:

5.01. **Organization and Standing.** Each of ClinSites and Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of their respective state of incorporation. Each of ClinSites and Merger Sub has full power and authority to carry on its business as now conducted.

5.02. **Authority for Agreement.** The Board of Directors of each of ClinSites and Merger Sub has duly authorized the execution and performance of this Agreement. The shareholders of each of ClinSites and Merger Sub are not required to approve this Agreement or the transactions contemplated hereby.

5.03. **Consents.** The execution and performance of this Agreement will not violate any provision of, or result in the breach of, or constitute a default under, or require any consent under any law, or any order, writ, injunction or decree of any court, governmental agency or arbitration tribunal, or any contract, agreement or instrument by which either ClinSites or Merger Sub or their assets or properties may be bound.

5.04. **Litigation.** There is no litigation, proceeding, claim or governmental investigation pending or, to the best of either ClinSites's or Merger Sub's knowledge, threatened against either ClinSites or Merger Sub at law or in equity before any court or other

governmental agency which seeks to prevent, restrain or interfere with the performance by either ClinSites or Merger Sub of this Agreement.

VI.
CONDITIONS TO CLOSING BY CLINSITES AND MERGER SUB

Neither ClinSites nor Merger Sub shall be obligated to consummate the transactions contemplated hereby unless each of the following conditions is fulfilled or performed (unless expressly waived in writing by both ClinSites and Merger Sub) prior to or at the Closing:

6.01. Consents. Each of ClinSites and Merger Sub shall have obtained all necessary consents and approvals, in form and substance satisfactory to each of ClinSites and Merger Sub, necessary to consummate this transaction and to carry on the business of RRI as it is currently being conducted.

6.02. Compliance. All of the representations and warranties of RRI contained in Article IV of this Agreement shall be true as of the date of this Agreement and shall be deemed to have been made again at and as of the time of Closing. RRI shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied by it prior to or at the Closing.

6.03. Consents and Licenses. All necessary licenses, certifications, permits and approvals from federal, state and local governmental units for the transactions contemplated hereby, and for the continued operation of the business of RRI following the consummation of the transactions contemplated hereby, shall have been issued to each of ClinSites and Merger Sub in form and substance satisfactory to each of ClinSites and Merger Sub.

6.04. Opinion of Counsel. Each of ClinSites and Merger Sub shall have been furnished with an opinion of counsel to RRI, dated the Closing Date, in substantially the form set forth on Exhibit A hereto.

6.05. No Action, Etc. No action or proceeding shall have been brought or threatened before any court or administrative agency to prevent the consummation of, or to seek damages in a material amount by reason of, the transactions contemplated hereby, and no governmental authority shall have asserted that these transactions constitute a violation of law or give rise to liability on the part of either ClinSites or Merger Sub.

6.06. No Adverse Change. There shall not have been any change between the date of the latest Financial Statements and the Closing Date which has had or will have a material adverse effect on the business, operations, financial condition, Assets or prospects of RRI.

6.07. Ownership of Shares and Assets. Each of ClinSites and Merger Sub and their counsel shall have been satisfied that the shareholders of RRI have good and marketable title to the Shares, and that RRI has good and marketable title to the Assets owned by it, in each instance free and clear of any liens, encumbrances, security interests, options, restrictions and claims of any person.

6.08. Resignations. There shall have been delivered to each of ClinSites and Merger Sub concurrently with the Closing the resignations of all incumbent officers of RRI.

6.09 ClinSite's Stockholders' Agreement. Each shareholder of RRI receiving ClinSite's Common Stock in the Merger shall have executed a copy of the Clinical Site Services Corp. Stockholders' Agreement, dated as of March 19, 1997, as amended.

VII. CONDITIONS TO CLOSING BY RRI

RRI shall not be obligated to consummate the transactions contemplated hereby unless each of the following conditions is fulfilled or performed prior to, or at, the Closing:

7.01. Compliance. All of the representations and warranties of each of ClinSites and the Merger Sub contained in Article V of this Agreement shall be true as of the date of this Agreement and shall be deemed to have been made again at and as of the time of Closing. Each of ClinSites and the Merger Sub shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing.

7.02. No Action, Etc. No action or proceeding shall have been brought or threatened before any court or administrative agency to prevent the consummation of, or to seek damages in a material amount by reason of, the transactions contemplated hereby, and no governmental authority shall have asserted that these transactions constitute a violation of law or give rise to liability on the part of RRI.

7.03. Consents. All necessary consents and approvals necessary to consummate this transaction shall have been obtained.

VIII. INDEMNIFICATION

8.01. Indemnification by RRI. RRI shall indemnify and hold harmless ClinSites, each officer, director, employee or agent thereof, their respective controlling persons, and their respective estates, successors, and assigns (each an "Indemnified Party"), in respect of any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement

costs and any legal or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by such Indemnified Party as a result of each and all of the following (an "Indemnity Claim"):

(a) any material misrepresentation or breach of any warranty made by RRI in this Agreement, including specifically, any misstatement or omission of any obligation or liability, contingent or otherwise, not disclosed in Schedules to this Agreement, and any attempt (whether or not successful) by any person to cause or require ClinSites to pay or discharge any debt, obligation, liability or commitment the existence of which would constitute a breach of any such representation, warranty or covenant under this Agreement;

(b) the material nonfulfillment or breach of any covenant, agreement or obligation of RRI contained in this Agreement; and

(c) any judgments, awards or other amounts paid by ClinSites net of recoveries, pursuant to any claims, proceedings or actions relating to the operation of the business of RRI prior to the Effective Time.

8.02. ClinSites's Indemnification. ClinSites shall indemnify and hold harmless RRI, each officer, director, employee or agent thereof, their respective controlling persons, and their respective estates, successors, and assigns (each an "Indemnified Party"), in respect of any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by such Indemnified Party as a result of each and all of the following (an "Indemnity Claim"):

(a) any material misrepresentation or breach of any warranty made by ClinSites in this Agreement, including specifically, any misstatement or omission of any obligation or liability, contingent or otherwise, not disclosed in Schedules to this Agreement, and any attempt (whether or not successful) by any person to cause or require RRI to pay or discharge any debt, obligation, liability or commitment the existence of which would constitute a breach of any such representation, warranty or covenant under this Agreement;

(b) the material nonfulfillment or breach of any covenant, agreement or obligation of ClinSites contained in this Agreement; and

(c) any judgments, awards or other amounts paid by RRI net of recoveries, pursuant to any claims, proceedings or actions relating to the operation of the business of the Surviving Corporation after the Effective Time.

8.03. Notification. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall notify the indemnifying party promptly after such Indemnified Party has actual knowledge of the facts constituting the basis for such claim, except that, in the event of any claim for indemnification hereunder resulting from or in connection

with any claim or legal proceedings by a third party, such Indemnified Party shall give prompt notice to the indemnifying party of such claim or the commencement of legal proceedings in respect of which recovery may be sought against the indemnifying party pursuant to the provisions of this Article VIII. The notice to the indemnifying party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Indemnified Party shall not settle or compromise any such claim without the prior written consent of the indemnifying party unless suit shall have been instituted against the Indemnified Party and the indemnifying party shall have failed, within fifteen (15) days after notice of institution of the suit, to take control of such suit as provided in Section 8.04.

8.04. Defense of Actions. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the indemnifying party, at its sole cost and expense, may, upon written notice to the Indemnified Party, assume the defense of such claim or legal proceeding, to the extent that the indemnifying party admits in writing its liability to the Indemnified Party with respect to all material elements thereof. If the indemnifying party assumes the defense of any such claim or legal proceeding, the obligations of the indemnifying party hereunder as to such claim or legal proceeding shall be limited to taking all steps necessary in the defense or settlement thereof and to holding the Indemnified Party harmless from and against any losses, damages, expenses, or liability caused by or arising out of any settlement approved by the indemnifying party or any judgment in connection with such claim or legal proceeding. Each Indemnified Party agrees that it will cooperate with the indemnifying party in the defense of any such action, the defense of which is assumed by the indemnifying party. Except with the consent of the Indemnified Party, the indemnifying party shall not consent to the entry of any judgment arising from any such claim or legal proceeding which, in each case, does not include as an unconditional term thereof the delivering by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect thereof, unless the indemnifying party has actually paid to the Indemnified Party the full amount of such judgment or settlement. If the indemnifying party does not assume the defense of any claim or litigation, any Indemnified Party may defend against such claim or litigation in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to the indemnifying party, on such terms as the Indemnified Party may deem appropriate. The indemnifying party will promptly reimburse the Indemnified Party in accordance with the provisions hereof.

8.05. Payment. All indemnification hereunder shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability or by set-off against any amounts otherwise owed by ClinSites to RRI or by RRI to ClinSites, as the case may be; provided, however, that any claim for indemnification must be made no later than twelve (12) months after the date of this Agreement.

IX. MISCELLANEOUS

9.01. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) 48 hours following deposit of same with the United States Postal Service for delivery by registered or certified mail, postage prepaid, or (b) upon actual delivery of same, if delivered by the transmitting party or by overnight courier, in any event to be addressed and delivered to the parties at their respective addresses reflected on Schedule 9.01 hereto.

9.02. Expenses. ClinSites shall pay all reasonable costs and expenses of ClinSites and RRI (including, without limitation, the fees and expenses of their counsel, auditors and accountants and any finders' fees) incidental to the preparation and carrying out of this Agreement; provided, however, that in the event this Agreement is terminated prior to the consummation of the transactions contemplated hereby, each party shall bear its own expenses.

9.03. Finders' Fees. Each party hereto represents and warrants to the other that it has not engaged any broker, finder or other person who would be entitled to a brokerage or other fee or commission in respect of the execution of this Agreement and/or the consummation of the transactions contemplated hereby.

9.04. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, expresses the whole agreement among the parties with respect to the subject matter hereof, there being no representations, warranties or other agreements not herein expressly set forth or provided for.

9.05. Amendment. This Agreement may not be amended other than by a written instrument executed by ClinSites and RRI.

9.06. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

9.08. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9.09. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they

would have executed the remaining portion of this Agreement without including therein any such part, parts or portion which may, for any reason, be hereafter declared invalid.

9.10. Assignment. No party hereto shall assign this Agreement without first obtaining the written consent of the other parties.

9.11. Choice of Law. This Agreement shall be construed and governed by the laws of the State of North Carolina.

9.12. Interpretation. Each party hereto has negotiated the terms hereof and has reviewed the same with its counsel. No provisions of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or drafted such provision.

9.13. Consent to Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order or purchase order if an attempted assignment thereof without the consent of another party thereto would constitute a breach thereof or in any material way affect the rights of RRI thereunder, unless such consent is obtained. If such consent is not obtained, or if an attempted assignment would be ineffective or would materially affect the rights of RRI thereunder so that such party would not in fact retain all such rights after Closing, then RRI shall cooperate in any reasonable arrangement designed to provide for ClinSites and RRI the benefits under any such claim, right, contract, license, lease, commitment, sales order or purchase order, including, without limitation, enforcement of any and all rights of RRI against the other party or parties thereto arising out of the breach or cancellation by such other party or otherwise.

9.14. Attorneys' Fees. In the event of any dispute arising out of this Agreement, the prevailing party shall be reimbursed by the other party for any reasonable attorneys' fees and any expenses reasonably incurred in connection with such dispute.

9.15. Confidentiality. The parties shall maintain the confidentiality of this Agreement and the terms hereof, except as disclosures may be required by law. RRI shall make no public announcement or disclosure regarding this Agreement or the terms hereof.


9.16. Termination.

(a) This Agreement may be terminated at any time prior to Closing by written agreement among the parties.

(b) In the event this Agreement is terminated, no party shall have any liability to any other except for any breach of this Agreement by such party or parties; provided, however, that the provisions of Sections 9.02, 9.03, 9.12, 9.14 and 9.15 shall remain in effect.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger as of the day and year first written above.

CLINICAL SITE SERVICES CORP.

By: 
D. Scott Davis,
Chief Executive Officer

CLINSITES/RESEARCH RESOURCES, INC.

By: _____
George K. Gessner,
President

RESEARCH RESOURCES, INC.


By: _____
George K. Gessner,
President

IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger as of the day and year first written above.

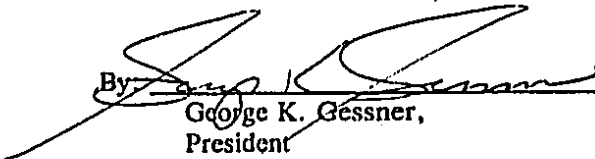
CLINICAL SITE SERVICES CORP.

By: _____
D. Scott Davis,
Chief Executive Officer

CLINSITES/RESEARCH RESOURCES, INC.

By:  _____
George K. Gessner,
President

RESEARCH RESOURCES, INC.

By:  _____
George K. Gessner,
President

Schedule 4.01(a)

Shareholders

<u>Name of Shareholder</u>	<u>Number of Shares Owned</u>
George K. Gessner	100

SCHEDULE 4.01(b)

Addresses of Shareholders

<u>Name and Address of Shareholder</u>	<u>Number of Shares Owned</u>
George K. Gessner 4039 Priory Circle Tampa, FL 33624	100

SCHEDULE 4.08(n)

Financial Statements

The compiled financial statements have been prepared on the cash basis of accounting.

SCHEDULE 4.02(a)

Assets

1. Company Auto - 1996 Dodge Intrepid ID #1B3H046T1TF108811; secured by bank loan to Village Bank; original loan amount \$15,906

SCHEDULE 4.13

Insurance

The Company maintains one insurance policy with Nationwide Insurance Company. This policy covers the Company Auto against fire, theft, collision comprehensive and liability.