

P45000088993



ACCOUNT NO. : 072100000032

REFERENCE : 943834 4319227

AUTHORIZATION :

Patricia Pruitt

COST LIMIT : \$ 68.75

ORDER DATE : December 22, 2000

ORDER TIME : 3:54 PM

ORDER NO. : 943834-020

800003513678--9

CUSTOMER NO: 4319227

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

Fort Lauderdale, FL 33309

ARTICLES OF MERGER

*effective date
1-2-01*

SPHERION PACIFIC LLC

INTO

SPHERION U.S. INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

*JB
12-27-00*

RECEIVED
DEC 26 AM 10:07
REGISTRY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

ARTICLES OF MERGER
Merger Sheet

MERGING:

SPHERION PACIFIC LLC, A NON-QUALIFIED DELAWARE ENTITY

INTO

SPHERION U.S. INC., a Florida entity, P95000088993

File date: December 26, 2000, effective January 2, 2001

Corporate Specialist: Gretchen Harvey

Account number: 072100000032

Amount charged: 68.75

**ARTICLES OF MERGER
OF
SPHERION PACIFIC LLC
INTO
SPHERION U.S. INC.**

The following Articles of Merger are being submitted in accordance with Sections 607.1109 and 607.11101 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 Pacific LLC 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Delaware	Limited Liability Company

Florida Document/Registration Number: Not applicable
FEI Number: 65-0873263

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 U.S. Inc. 2050 Spectrum Boulevard Fort Lauderdale, Florida 33309	Florida	Profit Corporation

Florida Document/Registration Number: P95000088993
FEI Number: 65-0619648

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 607.1107 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 merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles (or certificate) of incorporation or bylaws of any of the companies that are a party to the merger.


SIXTH: The merger shall become effective as of 2:01 a.m. on Tuesday, January 2, 2001. The merger shall have the effects set forth in Sections 607.1106 and 607.1108 of the FBCA.

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


APPROVED
AND
FILED
00 DEC 26 AM 10: 07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EIGHTH: SIGNATURE FOR EACH PARTY:

Spherion U.S. Inc., a
Florida corporation

By: 
Name: Lisa Iglesias
Title: Vice President & Secretary

Spherion Pacific LLC, a Delaware
limited liability company

By: 
Name: Roy G. Krause
Title: Executive Vice President & CFO

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AND
FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
OF
SPHERION PACIFIC LLC, a Delaware limited liability company,
with and into
SPHERION U.S. INC., a Florida corporation**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is executed as of December 21, 2000 by and between SPHERION PACIFIC LLC, a Delaware limited liability company ("Spherion Pacific" or hereinafter referred to as the "Merging Entity") and SPHERION U.S. INC., a Florida corporation (the "Surviving Corporation"). The Surviving Corporation 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 Corporation.

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 Corporation 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 Pacific LLC is a limited liability company duly organized and existing under the laws of the State of Delaware. Spherion U.S. Inc. is a corporation duly organized and existing under the laws of the State of Florida.

Section 1.2. Merging Entity's Membership Interests. The Merging Entity has three members, Norrell Corporation, a Delaware corporation, Norrell Temporary Services, Inc., a Georgia corporation, and Norrell Resources Corporation, a Delaware corporation. The membership interests held by these members are uncertificated.

Section 1.3. Surviving Corporation's Capital Stock. The Surviving Corporation has authorized capital stock consisting of one thousand (1,000) shares of common stock, \$1.00 par value per share, of which one thousand (1,000) shares are now duly issued and outstanding.

Section 1.4. Merger. Effective Tuesday, January 2, 2001, at 2:01 AM, Spherion Pacific LLC will merge with and into the Surviving Corporation (the "Merger").

**ARTICLE 2
PARTIES TO PROPOSED MERGER**

Section 2.1. The Merging Entity. The name of the company proposing to merge with the Surviving Corporation is SPHERION PACIFIC LLC, a Delaware limited liability company.

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TALLAHASSEE, FLORIDA

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Section 2.2. The Surviving Corporation. The name of the corporation into which the Merging Entity proposes to merge is SPHERION U.S. INC., a Florida corporation.

**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 Corporation, which shall survive the merger and continue to be a Florida corporation; (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 corporate existence of Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; (d) the Surviving Corporation shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of the Merging Entity as set forth in the FBCA; and (e) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain the outstanding shares of the common stock of the Surviving Corporation in accordance with their terms.

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, January 2, 2001, at 2:01 AM.

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

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

Upon the Effective Date of the Merger, all issued and outstanding membership interests, including any rights to acquire any membership interests, 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 shares of capital stock of the Surviving Corporation, without any action on the part of the holder thereof, shall remain issued and outstanding and the certificates evidencing these shares shall remain valid. The limited liability company operating agreement, as amended, shall be terminated as of the Effective Date of the Merger.

**ARTICLE 5
CERTIFICATE OF INCORPORATION AND BY-LAWS
OF THE SURVIVING CORPORATION**

The Articles of Incorporation, as amended, of Spherion U.S. Inc. on the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law. Also, upon the Effective Date of the Merger, the By-laws of Spherion U.S. Inc. shall be the By-laws of the Surviving Corporation until thereafter amended in accordance with applicable law.

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**ARTICLE 6
DIRECTORS AND OFFICERS**

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

**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 Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation 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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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLE 9
CORPORATE APPROVALS AND TERMINATION**

Section 9.1. Corporate Approvals. Pursuant to Section 18-208 of the DLLCA and Section 607.1103 of the FBCA, this Agreement and related matters have been submitted to the members of the Merging Entity and the shareholders of the Surviving Corporation 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 Corporation 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 Corporation or 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 Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation 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 Corporation 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 Corporation.

Section 10.3. Payment of Dissenters. Pursuant to the DLLCA and the FBCA, there are no dissenting shareholders or members of the Merging Entity.

Section 10.4. 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 10.5. 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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FILED
00 DEC 26 AM 10:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXECUTED as of the date first above written.

ATTEST:

By: Michael S. Adams
Assistant Secretary

SPHERION U.S. INC.

By: Lisa Glenn

ATTEST:

By: Michael S. Adams
Assistant Secretary

SPHERION PACIFIC LLC

By: Roy G Krause

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