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Belinda Milton

Requester's Name

215 S. Monroe St Ste 804

Address

Tallahassee, FL 32301

City/State/Zip

Phone #

850-521-0600

FILED  
MAY 31 PM 2:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Office Use Only

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

1. Careershop.com, Inc  
(Corporation Name) (Document #)

2. Personell Group of America, Inc.  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

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- Walk in
- Mail out
- Pick up time
- Will wait
- Photocopy

- Certified Copy
- Certificate of Status

**NEW FILINGS**

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

**AMENDMENTS**

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

**OTHER FILINGS**

- Annual Report
- Fictitious Name

**REGISTRATION/QUALIFICATION**

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Examiner's Initials

ARTICLES OF SHARE EXCHANGE

ARTICLES OF SHARE EXCHANGE between CAREERSHOP.COM, INC., a Florida corporation ("Acquiree") and PERSONNEL GROUP OF AMERICA, INC., a Delaware corporation ("Acquiror"). Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), Acquiree and Acquiror adopt the following Articles of Share Exchange.

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TALLAHASSEE, FLORIDA

1. The Agreement and Plan of Share Exchange dated May 24, 2000 (the "Plan of Share Exchange") between Acquiree and Acquiror was approved and adopted by the shareholders of the Acquiree on May 24, 2000, and was adopted by the Board of Directors of the Acquiror on May 25, 2000. Pursuant to Section 607.1105(1)(c) of the Act, the shareholders of the Acquiror are not required to approve the Plan of Share Exchange.

2. Under the Plan of Share Exchange, each issued and outstanding share of the common stock, par value One Cent (\$0.01) per share, of the Acquiree (other than shares held by shareholders who dissent from the Plan) will be exchanged for one Exchange Unit, which Exchange Unit shall consist of One Dollar (\$1.00) in cash and one-sixth (1/6<sup>th</sup>) of a share of the common stock, par value One Cent (\$0.01) per share, of the Acquiror, subject to adjustment to eliminate fractional shares as provided in the Plan, and the Acquiree will become a wholly owned subsidiary of the Acquiror. The Plan of Share Exchange is attached as Exhibit A and incorporated by reference as if fully set forth herein.

3. Under Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Plan of Share Exchange shall be on the filing of these Articles of Share Exchange with the Secretary of State of Florida.

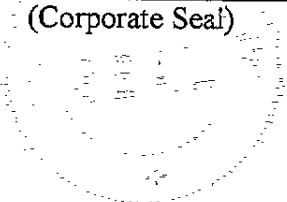
IN WITNESS WHEREOF, the parties have set their hands on May 25, 2000.

CAREERSHOP.COM, INC., a Florida corporation

By: James M. McArdle  
James M. McArdle  
President

ATTEST:

Richard H. Davis  
(Corporate Seal)



(Signatures continued on following page)

**PERSONNEL GROUP OF AMERICA, INC., a  
Delaware corporation**

By: James C. Hunt  
James C. Hunt  
President

**ATTEST:**

Key Bank  
(Corporate Seal)

## EXHIBIT A

### PLAN OF SHARE EXCHANGE

This Plan of Share Exchange (this "Plan"), dated as of May 24, 2000, is entered into by and between **PERSONNEL GROUP OF AMERICA, INC.**, a Delaware corporation (the "Acquiror"), and **CAREERSHOP.COM, INC.**, a Florida corporation (the "Acquiree").

1. Distribution to Shareholders. On the Effective Date, the holders of each outstanding share of the common stock of the Acquiree (other than any shares held by shareholders who dissent from the Plan) shall exchange each such share for one Exchange Unit, which Exchange Unit shall consist of One Dollar (\$1.00) in cash and one-sixth (1/6<sup>th</sup>) of a share of the common stock, par value One Cent (\$0.01) per share, of the Acquiror, and the Acquiree shall become a wholly owned subsidiary of the Acquiror.

2. Satisfaction of Rights of Acquiree's Shareholders. All shares of the Acquiror's stock into which shares of Acquiree's stock have been converted and become exchangeable for under this Plan, together with the cash consideration set forth in Section 1 above, shall be deemed to have been paid in full satisfaction of such converted shares.

3. Fractional Shares. Fractional shares of the Acquiror's common stock will not be issued to the holders of the Acquiree's common stock. Former holders of the Acquiree's stock who would be entitled to receive fractional shares of the Acquiror's stock on the Effective Date shall receive cash in an amount determined by multiplying such fraction by \$4.50.

4. Supplemental Action. If at any time after the Effective Date, the Acquiror shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Acquiror or the Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.

5. Filing with the Florida Secretary of State and Effective Date. On the Closing Date, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, the Acquiror and the Acquiree shall cause their respective Presidents to execute the Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State. In accordance with Section 607.1105(1)(b) of the Florida Business Corporation Act (the "Act"), the Articles of Share Exchange shall specify the "Effective Date."

6. Amendment and Waiver. Any of the terms or conditions of this Plan may be amended or waived at any time by the Acquiror or the Acquiree by action taken by the Board of Directors of such party; provided that this Plan may be amended or modified in whole or in part

at any time after the vote of the shareholders of Acquiree only so long as such change is in accordance with Section 607.1103 of the Act.

7. Termination. At any time before the Effective Date, the Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, or, by the Board of Directors of either the Acquiror or the Acquiree if all conditions to closing as set forth in the Agreement and Plan of Share Exchange of which this Plan is a part have not been satisfied or waived on or before the 30<sup>th</sup> day of May, 2000, notwithstanding favorable action by the shareholders of the Acquiree.

**ACQUIROR:**

PERSONNEL GROUP OF AMERICA, INC.

By: /S/ James C. Hunt  
James C. Hunt  
President

**ACQUIREE:**

CAREERSHOP.COM, INC.

By: /S/ James M. McArdle  
James M. McArdle  
President