

P96000073058

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Oasis Outsourcing of  
Colorado, Incorporated

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\*\*\*\*\*78.75 \*\*\*\*\*78.75

Art of Inc. File \_\_\_\_\_  
LTD Partnership File \_\_\_\_\_  
Foreign Corp. File \_\_\_\_\_  
L.C. File \_\_\_\_\_  
Fictitious Name File \_\_\_\_\_  
Trade/Service Mark \_\_\_\_\_  
✓ Merger File \_\_\_\_\_  
Art. of Amend. File \_\_\_\_\_  
RA Resignation \_\_\_\_\_  
Dissolution / Withdrawal \_\_\_\_\_  
✓ Annual Report / Reinstatement \_\_\_\_\_  
Cert. Copy \_\_\_\_\_  
Photo Copy \_\_\_\_\_  
Certificate of Good Standing \_\_\_\_\_  
Certificate of Status \_\_\_\_\_  
Certificate of Fictitious Name \_\_\_\_\_  
Corp Record Search \_\_\_\_\_  
Officer Search \_\_\_\_\_  
Fictitious Search \_\_\_\_\_  
Fictitious Owner Search \_\_\_\_\_  
Vehicle Search \_\_\_\_\_  
Driving Record \_\_\_\_\_  
UCC 1 or 3 File \_\_\_\_\_  
UCC 11 Search \_\_\_\_\_  
UCC 11 Retrieval \_\_\_\_\_  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

C. COULLIETTE DEC 20 1999

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name \_\_\_\_\_

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

OASIS OUTSOURCING OF COLORADO, INCORPORATED, a Florida  
corporation, P96000072909

INTO

**OASIS OUTSOURCING OF FLORIDA, INCORPORATED**, a Florida entity,  
P96000073058

File date: December 17, 1999

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER  
OF  
OASIS OUTSOURCING OF COLORADO, INCORPORATED, A Florida Corporation  
INTO  
OASIS OUTSOURCING OF FLORIDA, INCORPORATED, A Florida Corporation**

**ARTICLES OF MERGER** between Oasis Outsourcing of Colorado, Incorporated, a Florida corporation ("Merged") and Oasis Outsourcing of Florida, Incorporated, a Florida corporation ("Surviving").

Pursuant to s. 607.1105 of the Florida Business Corporation Act (the "Act") Merged and Surviving adopt the following Articles of Merger

1. The Agreement and Plan of Merger dated December 14, 1999 ("Plan of Merger"), between Merged and Surviving was approved and adopted by the Board of Directors and the sole shareholders of Merged on December 14, 1999, and was adopted by Board of Directors and the sole shareholders of Surviving on December 14, 1999.

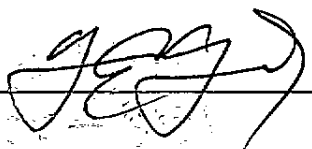
2. Pursuant to the Plan of Merger, all issued and outstanding shares of Merged stock will be acquired by means of a merger of Merged into Surviving with Surviving the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Pursuant to s. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the filing of these Articles of Merger with the Secretary of State of Florida.

**IN WITNESS WHEREOF**, the parties have set their hands this 14th day of December, 1999.


ATTEST: **OASIS OUTSOURCING OF COLORADO, INCORPORATED**  
a Florida corporation

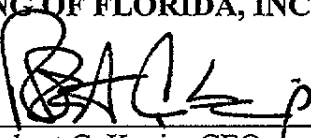
  
(Corporate Seal)

By:   
Robert C. Kneip, CEO

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ATTEST: **OASIS OUTSOURCING OF FLORIDA, INCORPORATED**  
a Florida corporation

  
(Corporate Seal)

By:   
Robert C. Kneip, CEO

**AGREEMENT AND PLAN OF MERGER  
OF  
OASIS OUTSOURCING OF COLORADO, INCORPORATED,  
A FLORIDA CORPORATION  
INTO  
OASIS OURSOURCING OF FLORIDA, INCORPORATED,  
A FLORIDA CORPORATION**

**THIS AGREEMENT AND PLAN OF MERGER**, dated December 14, 1999, made by and among Oasis Outsourcing, Incorporated, a Florida corporation ("Parent"), and its wholly owned subsidiary, Oasis Outsourcing of Colorado, Incorporated, ("Merging") a Florida corporation and Oasis Outsourcing of Florida, Incorporated ("Surviving"), a Florida corporation.

**WITNESSETH:**

**WHEREAS**, Oasis Outsourcing of Colorado, Incorporated desires to merge with and into Oasis Outsourcing of Florida, Incorporated, with Oasis Outsourcing of Florida, Incorporated being the surviving corporation (the "Merger") on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

**WHEREAS**, Parent owns 100 percent of Oasis Outsourcing of Colorado, Incorporated's and Oasis Outsourcing of Florida, Incorporated's outstanding Common Stock; and

**WHEREAS**, the Board of Directors of Parent has determined that it is advisable that Oasis Outsourcing of Colorado, Incorporated be merged into Oasis Outsourcing of Florida, Incorporated, on the terms and conditions set forth, in accordance with s. 607.1104 of the Florida Business Corporation Act (the "Act").

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I  
THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.

2. On the Effective Date, Oasis Outsourcing of Colorado, Incorporated shall be merged with and into Oasis Outsourcing of Florida, Incorporated. The separate existence of Oasis Outsourcing of Colorado, Incorporated shall cease at the Effective Date and the existence of Oasis Outsourcing of Florida, Incorporated shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a

public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.

3. The Plan of Merger has been approved by the Directors of Parent in accordance with s. 607.1104 of the Act. Parent is Sole Shareholder of both Oasis Outsourcing of Colorado, Incorporated and Oasis Outsourcing of Florida, Incorporated and hereby waives all rights to notice of merger.

## **ARTICLE II EFFECTS OF THE MERGER**

At the Effective Date, Oasis Outsourcing of Florida, Incorporated shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Oasis Outsourcing of Colorado, Incorporated, and shall be responsible and liable for all liabilities and obligations of Oasis Outsourcing of Colorado, Incorporated, all as more particularly set forth in s. 607.1106 of the Act.

## **ARTICLE III TERMS OF THE TRANSACTION; SHARES**

Parent is Sole Shareholder of Oasis Outsourcing of Colorado, Incorporated and Oasis Outsourcing of Florida, Incorporated.

1. Each share of Oasis Outsourcing of Florida, Incorporated's Common Stock held by Parent shall, by virtue of the Merger and without any action on the part Parent, be cancelled simultaneously with the effectiveness of the Merger.

2. There are no other shareholders of Oasis Outsourcing of Colorado, Incorporated Common Stock.

3. As soon as practicable after the Effective Date, Parent will surrender all share certificates for cancellation.

## **ARTICLE IV ASSIGNMENT**

If at any time Parent or Oasis Outsourcing of Florida, Incorporated shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Oasis Outsourcing of Florida, Incorporated the title to any property or rights of Oasis Outsourcing of Colorado, Incorporated, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Oasis Outsourcing of Colorado, Incorporated or Parent as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Oasis Outsourcing of Florida, Incorporated.

**ARTICLE V  
EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

**ARTICLE VI  
AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan.

**ARTICLE VII  
TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. Upon termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands this 14<sup>th</sup> day of December, 1999.

**PARENT:**  
**OASIS OUTSOURCING INCORPORATED,**  
a Florida corporation

By: \_\_\_\_\_

Robert C. Kneip, CEO

**MERGING:**  
**OASIS OUTSOURCING OF COLORADO, INCORPORATED**  
a Florida corporation

By: \_\_\_\_\_

Robert C. Kneip, CEO

**SURVIVING:**  
**OASIS OUTSOURCING OF FLORIDA, INCORPORATED**  
a Florida corporation

By: \_\_\_\_\_

Robert C. Kneip, CEO

**CERTIFICATE OF RESOLUTIONS**

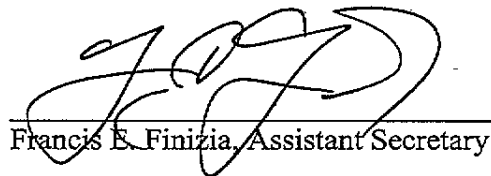
**OF**

**OASIS OUTSOURCING, INCORPORATED  
OASIS OUTSOURCING OF COLORADO, a Florida Corporation  
OASIS OUTSOURCING OF FLORIDA, a Florida Corporation**

I, Francis E. Finizia, Assistant Secretary of Oasis Outsourcing, Incorporated, a Florida corporation (The "Parent"), Oasis Outsourcing of Colorado, a Florida corporation, (The "Merging") and Oasis Outsourcing of Florida, a Florida corporation, (The "Surviving") (The "Companies"), **HEREBY CERTIFY** that:

Attached is a true and correct copy of the resolutions duly adopted by the Board of Directors and shareholders of the Companies in connection with the merger of Parent's wholly owned subsidiaries, "Merging" and "Surviving", the resolutions have not been amended, modified, rescinded, or revoked and are in full force and effect on this date.

**IN WITNESS WHEREOF**, I have set my hand and fixed the seal of the  
Company this 16<sup>TH</sup> day of DECEMBER, 1999.

  
Francis E. Finizia, Assistant Secretary

**UNANIMOUS CONSENT ACTION OF THE  
BOARDS OF DIRECTORS AND SHAREHOLDERS  
OF  
OASIS OUTSOURCING, INCORPORATED  
OASIS OUTSOURCING OF COLORADO, INCORPORATED  
OASIS OUTSOURCING OF FLORIDA, INCORPORATED**

The undersigned, as all the members of the Boards of Directors and Sole Shareholders of Oasis Outsourcing, Incorporated, a Florida corporation (the "Parent") Oasis Outsourcing of Colorado, Incorporated, a Florida corporation (The "Merging") and Oasis Outsourcing of Florida, Incorporated, a Florida corporation (The "Surviving") (The "Companies") unanimously agree, adopt, consent to, and order the following corporate actions together under s. 607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

**WHEREAS**, the Companies desire to consummate a Merger (the "Merger") between the Parent's wholly owned subsidiaries, Oasis Outsourcing of Florida, Incorporated ("Surviving") and Oasis Outsourcing of Colorado, Incorporated ("Merging") with Surviving being the surviving corporation, all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

**WHEREAS**, the Companies desire to consummate the Merger on the terms and conditions set forth in the attached Agreement and Plan of Merger (the "Agreement"), which terms are incorporated by this reference; and

**WHEREAS**, after the Merger has been approved, the Companies intend to execute Articles of Merger and file them with the Florida Secretary of State in accordance with s. 607.1105 of the Act; and

**WHEREAS**, it is in the best interests of the Companies to consummate these transactions.

**NOW, THEREFORE:**

**BE IT RESOLVED**, that the Merger, the Agreements, and all of the transactions contemplated thereby are adopted, approved, and consented to and any of the Companies' officers are authorized and directed on behalf of each Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or



cause to be done any and all such acts and things by or on behalf of each Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

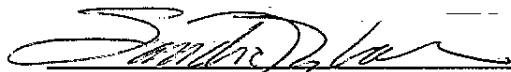
**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of each of the Companies is authorized and directed to furnish copies of the foregoing resolutions and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

**IN WITNESS WHEREOF**, the undersigned, as all of the members of the Board of Director of Parent, and the Boards of Directors and sole shareholders of the Merging and Surviving, execute the foregoing corporate action for the purpose of giving their consent to it as of the 14th day of December, 1999


**PARENT:**

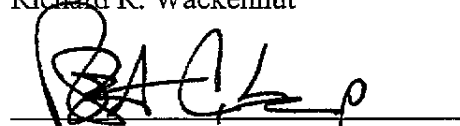
**DIRECTORS OF OASIS OUTSOURCING, INCORPORATED**

  
George R. Wackenhut

  
Sandra L. Nusbaum

  
Richard R. Wackenhut

  
Terry Mayotte

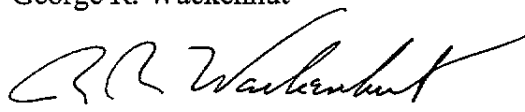
  
Robert C. Kneip

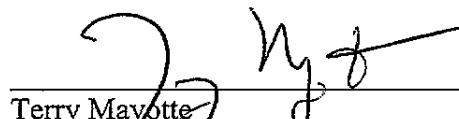
**MERGING:**

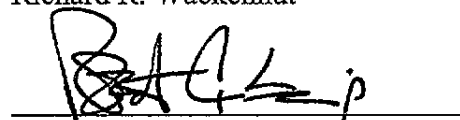
**DIRECTORS OF OASIS OUTSOURCING OF COLORADO, INCORPORATED**

  
George R. Wackenhut

  
Sandra L. Nusbaum

  
Richard R. Wackenhut

  
Terry Mayotte

  
Robert C. Kneip

**Sole Shareholder of Oasis Outsourcing of Colorado, Incorporated**  
**Oasis Outsourcing, Incorporated**

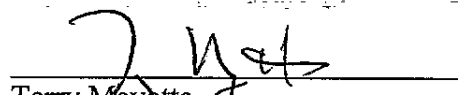
  
Robert C. Kneip, CEO

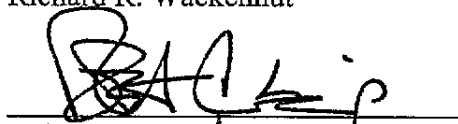
**SURVIVING:**  
**DIRECTORS OF OASIS OUTSOURCING OF FLORIDA, INCORPORATED**

  
George R. Wackenhut

  
Sandra L. Nusbaum

  
Richard R. Wackenhut

  
Terry Mayotte

  
Robert C. Kneip

**Sole Shareholder of Oasis Outsourcing of Florida, Incorporated**  
**Oasis Outsourcing, Incorporated**

  
Robert C. Kneip, CEO