

P98000000704

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STATE DEPT OF STATE
DIVISION OF CORPORATIONS
2016 SEP 27 PM 1:21

OCT - 4 2016

C LEWIS



Volt Information Sciences, Inc.

50 Charles Lindbergh Blvd. Suite 206
Uniondale, NY 11553
Tel: 516-228-6700 }

September 23, 2016

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Dear Sir or Madam:

Attached is the Articles of Merger (Profit Corporations) form, along with the Agreement and Plan of Merger for:

Volt Road Boring Corp., Florida jurisdiction, Document # P98000000704

This Florida entity is being merged into Nuco I, Ltd., a Nevada jurisdiction, Document C3050-1986.

Nuco I, Ltd. is the surviving entity.

Enclosed is our check for \$ 78.75 for the filing fee on both entities, and for a certified copy. An additional copy of these documents is included for the certified copy processing.

Please address any questions or instructions to the undersigned at the contact information provided.

Thank you,

Ira J. Feder
Corporate Compliance Officer
ifeder@volt.com
516-228-6734

ATTACHMENTS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Nuco I, Ltd.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ira J. Feder

Contact Person

Volt Information Sciences, Inc.

Firm/Company

50 Charles Lindbergh Boulevard, Suite 206

Address

Uniondale, N.Y. 11553

City/State and Zip Code

ifeder@volt.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ira J. Feder

At (516) 228-6734

Name of Contact Person

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

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The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Nuco 1, Ltd.	Nevada	C3050-1986

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Volt Road Boring Corp.	Florida	P9800000704

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
August 2, 2016 _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
August 2, 2016 _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

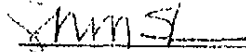
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Nuco I, Ltd.



Sharon H. Stern, Secretary, Senior VP, Director

Volt Road Boring Corp.



Sharon H. Stern, Secretary, Senior VP, Director

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SECRETARY OF STATE

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Nuco I, Ltd.

Jurisdiction

Nevada

The name and jurisdiction of each subsidiary corporation:

Name

Volt Road Boring Corp.

Jurisdiction

Florida

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2016 SEP 27 PM 1:21

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Agreement and Plan of Merger of Volt Road Boring Corp. With and Into Nuco I, Ltd. is attached.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

Not applicable

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

Agreement and Plan of Merger of Volt Road Boring Corp. With and Into Nuco I, Ltd. is attached.

AGREEMENT AND PLAN OF MERGER

OF

VOLT ROAD BORING CORP.

WITH AND INTO

NUCO I, LTD.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2016 SEP 27 PM 1:21

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of August 2, 2016, is made by and between Volt Road Boring Corp., a Florida corporation ("Volt Road Boring"), and Nuco I, Ltd., a Nevada corporation ("Nuco I"). Volt Road Boring and Nuco I are sometimes referred to in this Merger Agreement as the "Constituent Corporations".

WHEREAS, each of the Constituent Corporations is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, each of the Constituent Corporations has agreed to the merger herein described of Volt Road Boring with and into Nuco I (the "Merger"); and

WHEREAS, the board of directors and the sole stockholder of Volt Road Boring have adopted and approved this Merger Agreement and the Merger in accordance with the Florida Business Corporation Act (the "FBCA"); and

WHEREAS, the board of directors and sole stockholder of Nuco I have adopted and approved this Merger Agreement and the Merger in accordance with Chapter 92A of the Nevada Revised Statutes ("NRS"); and

WHEREAS, the Constituent Corporations have agreed to execute this Merger Agreement as provided under such respective applicable law;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Constituent Corporations hereby agree as follows:

1. The Merger. Effective as of the time (the "Effective Time") that duly completed Articles of Merger are filed with the Secretary of State of the State of Nevada and with the Department of State of the State of Florida, in each case in accordance with this Merger Agreement and applicable law, Volt Road Boring shall be merged with and into Nuco I, the separate existence of Volt Road Boring shall cease, and Nuco I shall continue as the surviving corporation (the "Surviving Corporation").

2. Effect of the Merger. When the Merger has been effected, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, including, without limitation, all tax attributes of the Constituent Corporations, and all debts due to either of the Constituent Corporations on whatever account, as well as stock subscriptions and all other things in action or belonging to either of such Constituent Corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the

property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, in either of such Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thereafter attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. Without limiting the generality of the foregoing, the Merger also shall have the effects provided under Section 1106 of the FBCA and Section 92A of the Nevada Revised Statutes.

3. Consummation of the Merger. The parties hereto will cause the Merger to be consummated by filing the aforesaid Articles of Merger with the Secretary of State of the State of Nevada and with the Department of State of the State of Florida, in each case in such form as may be required by, and in each case executed in accordance with, the relevant provisions of applicable law.

4. Certificate of Incorporation; Bylaws and Officers and Directors. The certificate of incorporation of Nuco I, as in effect immediately prior to the Effective Time, shall be and shall continue as the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein and under applicable law. The bylaws of Nuco I, as in effect immediately prior to the Effective Time, shall be and shall continue as the bylaws of the Surviving Corporation until thereafter amended as provided therein and under applicable law. The officers and directors of Nuco I immediately prior to the Effective Time shall be and shall continue as the officers and directors of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such respective positions for the terms provided by law or in the constituent documents of the Surviving Corporation, or until their respective successors are elected, appointed and qualified, as applicable.

5. Treatment of Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or the holders of any of the shares of capital stock of either of the Constituent Corporations:

(a) each share of each class or series of capital stock of Nuco I issued and outstanding, or held in treasury, immediately prior to the Effective Time will remain an identical issued and outstanding, or treasury, share of the Surviving Corporation, unaffected by the Merger and held by the person or entity who was the holder of such capital stock immediately prior to the Effective Time; and

(b) each share of each class or series of capital stock of Volt Road Boring issued and outstanding, or held in treasury, immediately prior to the Effective Time will be canceled and no consideration shall be issued in respect thereof.

6. Taking of Necessary Action. Each of the Constituent Corporations shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under applicable law. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Merger Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of each of the Constituent Corporations, the officers and directors of the Surviving Corporation shall be fully authorized, in the name of either Constituent Corporation, to take all such lawful and necessary actions.

7. Abandonment of Merger. Anything in this Merger Agreement to the contrary notwithstanding, either Constituent Corporation, acting by and through its respective board of directors, may terminate this Merger Agreement and abandon the merger herein described at any time prior to the

filing of the aforesaid Articles of Merger, whether or not this Merger Agreement and the merger herein described may have been approved by the respective sole stockholder of either or both Constituent Corporations. Prompt notice of such termination and abandonment shall be furnished by the terminating Constituent Corporation to the other Constituent Corporation.

[SIGNATURE PAGE FOLLOWS]

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

VOLT ROAD BORING CORP.

By: Sharon H. Stem
Name: Sharon H. Stem
Title: SVP and Secretary

NUCO I, LTD.

By: Sharon H. Stem
Name: Sharon H. Stem
Title: SVP and Secretary

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
NUCO I, LTD.**

The undersigned, being all of the members of the Board of Directors of Nuco I, Ltd., a Nevada corporation (the "**Corporation**"), and acting in accordance with Section 78.315(2) of the Nevada Revised Statutes and the certificate of incorporation and bylaws of the Corporation, do hereby adopt the following recitals and resolutions by written consent in lieu of a meeting of the Board of Directors of the Corporation:

WHEREAS, the Corporation and Volt Road Boring Corp., a Florida corporation ("**Volt Road Boring**"), each is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, it has been proposed that Volt Road Boring merge with and into the Corporation, with the Corporation to be the surviving corporation of such merger; and

WHEREAS, it further has been proposed that such merger be effected in accordance with the agreement and plan of merger hereinafter described; and

WHEREAS, after careful consideration, the Board of Directors believes it to be advisable and in the best interests of the Corporation to authorize, adopt and approve such agreement and plan of merger and consummation of the merger contemplated thereby in accordance with the terms thereof;

NOW, THEREFORE, BE IT:

RESOLVED, that a certain agreement and plan of merger (in the form attached as Exhibit A to the Unanimous Written Consent by which these Resolutions shall be adopted) (as entered into in accordance with these Resolutions, the "**Merger Agreement**") be, and the same hereby is, authorized, adopted and approved; and be it further

RESOLVED, that the Board of Directors does hereby recommend adoption and approval of the Merger Agreement by the sole stockholder of the Corporation and does

hereby direct that the Merger Agreement be submitted to the sole stockholder of the Corporation for its consideration, adoption and approval; and be it further

RESOLVED, that, if the Merger Agreement shall be adopted and approved by the sole stockholder of the Corporation, then the Corporation be, and hereby is, authorized to enter into the Merger Agreement and to consummate the merger contemplated thereby; and be it further

RESOLVED, that upon the dating, execution and delivery of the Merger Agreement by each constituent corporation party thereto, the Corporation be, and hereby is, authorized to file articles of merger (in substantially the form attached as Exhibit B to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Department of State of the State of Florida and articles of merger (in substantially the form attached as Exhibit C to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Secretary of State of the State of Nevada, in each case if and to the extent such filing shall be required by the applicable laws of such respective states; and be it further

RESOLVED, that the officers of the Corporation be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, to date, execute and deliver, in the name and on behalf of the Corporation, the Merger Agreement (in the form attached as said Exhibit A) and the aforesaid Florida articles of merger and Nevada articles of merger (in substantially the respective forms attached as said Exhibit B and said Exhibit C, and in each case together with such changes thereto as the officer executing and delivering the same shall approve under authority hereinafter provided), and to take all such further action and to execute all such further agreements, instruments, reports, applications, certifications, affidavits and documents, and to pay all such costs and expenses, as any such officer shall approve as being necessary or appropriate in order to carry out the intents and accomplish the purposes of these Resolutions, in each case with such applicable execution and delivery, or the taking of such other referenced conduct, by such respective officer being conclusive evidence of such officer's approval; and be it further

RESOLVED, that any and all actions heretofore taken or omitted by any appropriate officers of the Corporation in connection with the foregoing Resolutions that would be authorized if undertaken in reliance on such Resolutions be, and the same hereby are, ratified, confirmed and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this
Unanimous Written Consent as of this 2nd day of August, 2016.


Ann R. Hollins


Sharon H. Stern



Lisa Valentino

EXHIBIT A
TO
UNANIMOUS WRITTEN CONSENT

Form of Agreement and Plan of Merger

EXHIBIT B
TO
UNANIMOUS WRITTEN CONSENT

Form of Florida Articles of Merger

EXHIBIT C
TO
UNANIMOUS WRITTEN CONSENT

Form of Nevada Articles of Merger

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE SOLE STOCKHOLDER OF
NUCO I, LTD.**

The undersigned, being the sole stockholder of **Nuco I, Ltd.**, a Nevada corporation (the "**Corporation**"), and acting in accordance with Section 78.320(2) of the Nevada Revised Statutes and the certificate of incorporation and bylaws of the Corporation, does hereby adopt the following recitals and resolutions by written consent in lieu of a meeting of the sole stockholder of the Corporation:

WHEREAS, the Corporation and Volt Road Boring Corp., a Florida corporation ("**Volt Road Boring**"), each is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, the Board of Directors of the Corporation has authorized, adopted and approved the execution and delivery by the Corporation of the agreement and plan of merger hereinafter described, has recommended the same and the merger of Volt Road Boring with and into the Corporation as contemplated thereby, and has directed that such agreement and plan of merger be submitted to the sole stockholder of the Corporation for its consideration, adoption and approval; and

WHEREAS, after careful consideration, the sole stockholder of the Corporation has determined to adopt and approve the same;

NOW, THEREFORE, BE IT:

RESOLVED, that a certain agreement and plan of merger (in the form attached as Exhibit A to the Unanimous Written Consent by which these Resolutions shall be adopted (the "**Merger Agreement**")), and the merger contemplated thereby, be, and the same hereby shall be, adopted and approved; and be it further

RESOLVED, that the Corporation be, and hereby is, authorized to enter into the Merger Agreement and consummate the merger contemplated thereby, and to take all such further actions as may be necessary or appropriate in furtherance thereof, all in accordance with and to the extent of such authorization therefor as shall have been or

hereafter may be authorized and approved by the Board of Directors of the Corporation;
and be it further

RESOLVED, that any and all actions heretofore taken or omitted by the Corporation in connection with the foregoing Resolutions that would be authorized if undertaken in reliance on such Resolutions be, and the same hereby are, ratified, confirmed and approved.

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Unanimous
Written Consent as of this 2nd day of August, 2016.

VOLT INFORMATION SCIENCES, INC.
(a New York corporation)

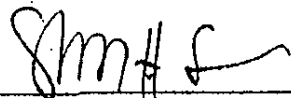
By: 
Name: Sharon H. Stern
Title: Senior Vice President-Legal Affairs
& Secretary

EXHIBIT A
TO
UNANIMOUS WRITTEN CONSENT

Form of Agreement and Plan of Merger

UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
VOLT ROAD BORING CORP.

The undersigned, being all of the members of the Board of Directors of **Volt Road Boring Corp.**, a Florida corporation (the "**Corporation**"), and acting in accordance with Section 821 of the Florida Business Corporation Act ("**FBCA**") and the certificate of incorporation and bylaws of the Corporation, do hereby adopt the following recitals and resolutions by written consent in lieu of a meeting of the Board of Directors of the Corporation:

WHEREAS, the Corporation and Nuco I, Ltd., a Nevada corporation ("**Nuco I**"), each is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, it has been proposed that the Corporation merge with and into Nuco I, with Nuco I to be the surviving corporation of such merger; and

WHEREAS, it further has been proposed that such merger be effected in accordance with the agreement and plan of merger hereinafter described; and

WHEREAS, after careful consideration, the Board of Directors believes it to be advisable and in the best interests of the Corporation to authorize, adopt and approve such agreement and plan of merger and consummation of the merger contemplated thereby in accordance with the terms thereof;

NOW, THEREFORE, BE IT:

RESOLVED, that a certain agreement and plan of merger (in the form attached as Exhibit A to the Unanimous Written Consent by which these Resolutions shall be adopted) (as entered into in accordance with these Resolutions, the "**Merger Agreement**") be, and the same hereby is, authorized, adopted and approved; and be it further

RESOLVED, that the Board of Directors does hereby recommend the Merger Agreement and the merger contemplated thereby and does hereby direct that the Merger

Agreement be submitted to the sole stockholder of the Corporation for its consideration, adoption and approval; and be it further

RESOLVED, that, if the Merger Agreement shall be adopted and approved by the sole stockholder of the Corporation, then the Corporation be, and hereby is, authorized to enter into the Merger Agreement and to consummate the merger contemplated thereby; and be it further

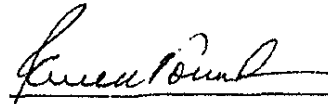
RESOLVED, that upon the dating, execution and delivery of the Merger Agreement by each constituent corporation party thereto, the Corporation be, and hereby is, authorized to file articles of merger (in substantially the form attached as Exhibit B to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Department of State of the State of Florida and articles of merger (in substantially the form attached as Exhibit C to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Secretary of State of the State of Nevada, in each case if and to the extent such filing shall be required by the applicable laws of such respective states; and be it further

RESOLVED, that the officers of the Corporation be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, to date, execute and deliver, in the name and on behalf of the Corporation, the Merger Agreement (in the form attached as said Exhibit A) and the aforesaid Florida articles of merger and Nevada articles of merger (in substantially the respective forms attached as said Exhibit B and said Exhibit C, and in each case together with such changes thereto as the officer executing and delivering the same shall approve under authority hereinafter provided), and to take all such further action and to execute all such further agreements, instruments, reports, applications, certifications, affidavits and documents, and to pay all such costs and expenses, as any such officer shall approve as being necessary or appropriate in order to carry out the intents and accomplish the purposes of these Resolutions, in each case with such applicable execution and delivery, or the taking of such other referenced conduct, by such respective officer being conclusive evidence of such officer's approval; and be it further


RESOLVED, that any and all actions heretofore taken or omitted by any appropriate officers of the Corporation in connection with the foregoing Resolutions that would be authorized if undertaken in reliance on such Resolutions be, and the same hereby are, ratified, confirmed and approved.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this
Unanimous Written Consent as of this 2nd day of August, 2016.



Paul Tomkins



Sharon H. Stern

Bryan Berndt

EXHIBIT A
TO
UNANIMOUS WRITTEN CONSENT

Form of Agreement and Plan of Merger

EXHIBIT B
TO
UNANIMOUS WRITTEN CONSENT

Form of Florida Articles of Merger

EXHIBIT C
TO
UNANIMOUS WRITTEN CONSENT

Form of Nevada Articles of Merger

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS OF
VOLT ROAD BORING CORP.**

The undersigned, being all of the members of the Board of Directors of **Volt Road Boring Corp.**, a Florida corporation (the "**Corporation**"), and acting in accordance with Section 821 of the Florida Business Corporation Act ("**FBCA**") and the certificate of incorporation and bylaws of the Corporation, do hereby adopt the following recitals and resolutions by written consent in lieu of a meeting of the Board of Directors of the Corporation:

WHEREAS, the Corporation and Nuco I, Ltd., a Nevada corporation ("**Nuco I**"), each is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, it has been proposed that the Corporation merge with and into Nuco I, with Nuco I to be the surviving corporation of such merger; and

WHEREAS, it further has been proposed that such merger be effected in accordance with the agreement and plan of merger hereinafter described; and

WHEREAS, after careful consideration, the Board of Directors believes it to be advisable and in the best interests of the Corporation to authorize, adopt and approve such agreement and plan of merger and consummation of the merger contemplated thereby in accordance with the terms thereof;

NOW, THEREFORE, BE IT:

RESOLVED, that a certain agreement and plan of merger (in the form attached as Exhibit A to the Unanimous Written Consent by which these Resolutions shall be adopted) (as entered into in accordance with these Resolutions, the "**Merger Agreement**") be, and the same hereby is, authorized, adopted and approved; and be it further

RESOLVED, that the Board of Directors does hereby recommend the Merger Agreement and the merger contemplated thereby and does hereby direct that the Merger

Agreement be submitted to the sole stockholder of the Corporation for its consideration, adoption and approval; and be it further

RESOLVED, that, if the Merger Agreement shall be adopted and approved by the sole stockholder of the Corporation, then the Corporation be, and hereby is, authorized to enter into the Merger Agreement and to consummate the merger contemplated thereby; and be it further

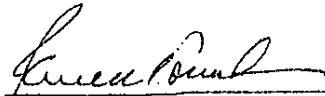
RESOLVED, that upon the dating, execution and delivery of the Merger Agreement by each constituent corporation party thereto, the Corporation be, and hereby is, authorized to file articles of merger (in substantially the form attached as Exhibit B to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Department of State of the State of Florida and articles of merger (in substantially the form attached as Exhibit C to the Unanimous Written Consent by which these Resolutions shall be adopted, with such changes thereto as hereinafter authorized) with the Secretary of State of the State of Nevada, in each case if and to the extent such filing shall be required by the applicable laws of such respective states; and be it further

RESOLVED, that the officers of the Corporation be, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, to date, execute and deliver, in the name and on behalf of the Corporation, the Merger Agreement (in the form attached as said Exhibit A) and the aforesaid Florida articles of merger and Nevada articles of merger (in substantially the respective forms attached as said Exhibit B and said Exhibit C, and in each case together with such changes thereto as the officer executing and delivering the same shall approve under authority hereinafter provided), and to take all such further action and to execute all such further agreements, instruments, reports, applications, certifications, affidavits and documents, and to pay all such costs and expenses, as any such officer shall approve as being necessary or appropriate in order to carry out the intents and accomplish the purposes of these Resolutions, in each case with such applicable execution and delivery, or the taking of such other referenced conduct, by such respective officer being conclusive evidence of such officer's approval; and be it further

RESOLVED, that any and all actions heretofore taken or omitted by any appropriate officers of the Corporation in connection with the foregoing Resolutions that would be authorized if undertaken in reliance on such Resolutions be, and the same hereby are, ratified, confirmed and approved.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this
Unanimous Written Consent as of this 2nd day of August, 2016.


Paul Tomkins


Sharon H. Stern


Bryan Berndt

EXHIBIT A
TO
UNANIMOUS WRITTEN CONSENT

Form of Agreement and Plan of Merger

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE SOLE STOCKHOLDER OF
VOLT ROAD BORING CORP.**

The undersigned, being the sole stockholder of **Volt Road Boring Corp.**, a Florida corporation (the "**Corporation**"), and acting in accordance with Section 704 of the Florida Business Corporation Act ("**FBCA**") and the certificate of incorporation and bylaws of the Corporation, does hereby adopt the following recitals and resolutions by written consent in lieu of a meeting of the sole stockholder of the Corporation:

WHEREAS, the Corporation and Nuco I Ltd., a Nevada corporation ("**Nuco I**"), each is a direct or indirect subsidiary of Volt Information Sciences, Inc., a New York corporation; and

WHEREAS, the Board of Directors of the Corporation has authorized, adopted and approved the execution and delivery by the Corporation of the agreement and plan of merger hereinafter described, has recommended the same and the merger of the Corporation with and into Nuco I as contemplated thereby, and has directed that such agreement and plan of merger be submitted to the sole stockholder of the Corporation for its consideration, adoption and approval; and

WHEREAS, after careful consideration, the sole stockholder of the Corporation has determined to adopt and approve the same;

NOW, THEREFORE, BE IT:

RESOLVED, that a certain agreement and plan of merger (in the form attached as Exhibit A to the Unanimous Written Consent by which these Resolutions shall be adopted (the "**Merger Agreement**")), and the merger contemplated thereby, be, and the same hereby shall be, adopted and approved; and be it further

RESOLVED, that the Corporation be, and hereby is, authorized to enter into the Merger Agreement and consummate the merger contemplated thereby, and to take all such further actions as may be necessary or appropriate in furtherance thereof, all in accordance with and to the extent of such authorization therefor as shall have been or

hereafter may be authorized and approved by the Board of Directors of the Corporation;
and be it further

RESOLVED, that any and all actions heretofore taken or omitted by the Corporation in connection with the foregoing Resolutions that would be authorized if undertaken in reliance on such Resolutions be, and the same hereby are, ratified, confirmed and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Unanimous
Written Consent as of this 2nd day of August, 2016.

NUCO I, LTD.
(a Nevada corporation)

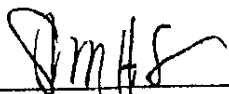
By: 
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

EXHIBIT A
TO
UNANIMOUS WRITTEN CONSENT

Form of Agreement and Plan of Merger

ASSIGNMENT AND ACCEPTANCE AGREEMENT
(Intercompany Receivables)

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Agreement"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Volt Management Corp., a Delaware corporation ("Assignor"), and Nuco I, Ltd., a Nevada corporation ("Assignee").

RECITALS

Assignor is the payee under certain intercompany receivables outstanding as of the Effective Time in the aggregate approximate principal amount of \$4,214,740.91 (collectively, the "Intercompany Receivables"), owed to Assignor by its affiliate, Volt Road Boring Corp., a Florida corporation. The obligor under the aforesaid Intercompany Receivables is referred to as the "Obligor". Assignor has declared and is paying a dividend to Assignee, its sole stockholder, in certain property of Assignor – to with, the aforesaid Intercompany Receivables; and Assignor and Assignee are entering into this Agreement in furtherance thereof. In connection therewith, Assignor and Assignee desire that Obligor consent to such assignment, and Obligor is willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the aforesaid Intercompany Receivables.
3. Assignee does hereby absolutely, irrevocably and unconditionally accept the aforesaid assignment, transfer and conveyance.
4. [Intentionally omitted.]
5. Except as otherwise expressly provided for herein, this Agreement is made without covenant, warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatsoever.
6. The assignment and acceptance under this Agreement shall be effective as of the close of business on June 26, 2016 (the "Effective Time").

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement may not be modified, discharged or terminated, except in a writing signed by the parties or their respective successors or assigns.

9. This Assignment shall be governed by and construed in accordance with New York law.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VOLT MANAGEMENT CORP.

By: Shm S
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ASSIGNEE:

NUCO I, LTD.

By: Shm S
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT AND CONSENT:

The undersigned does hereby acknowledge and consent to the foregoing assignment and acceptance.

VOLT ROAD BORING CORP.

By: Shm H. S
Name: Shm S
Title: Sup and Secy

ASSIGNMENT AND ACCEPTANCE AGREEMENT
(Intercompany Receivables)

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Agreement"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Nuco I, Ltd., a Nevada corporation ("Assignor"), and Volt Road Boring Corp., a Florida corporation ("Assignee").

RECITALS

Assignor is the payee under certain intercompany receivables outstanding as of the Effective Time, after giving effect to certain concurrent transactions, in the aggregate approximate principal amount of \$4,217,608.45 (collectively, the "Intercompany Receivables"), owed to Assignor by Assignee. The obligor under the aforesaid Intercompany Receivables is referred to as the "Obligor". Assignor is contributing the aforesaid Intercompany Receivables to Assignee, its wholly owned subsidiary, as additional paid-in capital; and Assignor and Assignee are entering into this Agreement in furtherance thereof. In connection therewith, Assignor and Assignee desire that Obligor consent to such assignment, and Obligor is willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the aforesaid Intercompany Receivables.
3. Assignee does hereby absolutely, irrevocably and unconditionally accept the aforesaid assignment, transfer and conveyance.
4. [Intentionally omitted.]
5. Except as otherwise expressly provided for herein, this Agreement is made without covenant, warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatsoever.
6. The assignment and acceptance under this Agreement shall be effective as of the close of business on June 26, 2016 (the "Effective Time").

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement may not be modified, discharged or terminated, except in a writing signed by the parties or their respective successors or assigns.

9. This Assignment shall be governed by and construed in accordance with New York law.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

NUCO I, LTD.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ASSIGNEE:

VOLT ROAD BORING CORP.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT AND CONSENT:

The undersigned does hereby acknowledge and consent to the foregoing assignment and acceptance.

VOLT ROAD BORING CORP.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ASSIGNMENT AND ACCEPTANCE AGREEMENT
(Intercompany Receivables)

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT ("Agreement"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Volt Road Boring Corp., a Florida corporation ("Assignor"), and Nuco I, Ltd., a Nevada corporation ("Assignee").

RECITALS

Assignor is the payee under certain intercompany receivables outstanding as of the Effective Time in the aggregate approximate principal amount of \$412.83 (collectively, the "Intercompany Receivables"), owed to Assignor by its affiliate, Shaw & Shaw, Inc., a Delaware corporation. The obligor under the aforesaid Intercompany Receivables is referred to as the "Obligor". Assignor and Assignee desire that Assignor assign to Assignee the rights of Assignor under the aforesaid Intercompany Receivables, and that Assignee accept such assignment. In connection with the aforesaid assignment and acceptance, Assignor and Assignee desire that Obligor consent to such assignment, and Obligor is willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the aforesaid Intercompany Receivables.
3. Assignee does hereby absolutely, irrevocably and unconditionally accept the aforesaid assignment, transfer and conveyance.
4. Assignee does hereby absolutely, irrevocably and unconditionally undertake and promise to pay to Assignor a sum, in cash, equal to the aggregate principal amount, as of the Effective Time, of the aforesaid Intercompany Receivables, which aggregate sum shall be payable by Assignee upon Assignor's demand.
5. Except as otherwise expressly provided for herein, this Agreement is made without covenant, warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatsoever.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VOLT ROAD BORING CORP.

By: Shm H. S.
Name: Shm H. S.
Title: Superior

ASSIGNEE:

NUCO I, LTD.

By: Shm H. S.
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT AND CONSENT:

The undersigned does hereby acknowledge and consent to the foregoing assignment and acceptance.

SHAW & SHAW, INC.

By: Shm S.
Name: Sharon Stern
Title: Superior

ASSIGNMENT AND ASSUMPTION AGREEMENT (Intercompany Payables)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Volt Road Boring Corp., a Florida corporation ("Assignor"); and Nuco I, Ltd., a Nevada corporation ("Assignee").

RECITALS

Assignor is the obligor under certain intercompany payables outstanding as of the Effective Time in the aggregate approximate principal amount of \$3,280.37 (collectively, the "Intercompany Payables"), owed by Assignor to its affiliate, Volt Directory Marketing, Ltd., a Delaware corporation, in the aggregate approximate principal amount of \$935.35, and to its affiliate, Volt Telecommunications Group, Inc., a Delaware corporation, in the aggregate approximate principal amount of \$2,345.02. The obligees under the aforesaid Intercompany Payables are referred to collectively as the "Payees". Assignor and Assignee desire that ~~Assignor assign to Assignee the obligations of Assignor under the aforesaid Intercompany Payables~~, and that Assignee accept such assignment and assume all of Assignor's obligations thereunder. In connection with the aforesaid assignment and assumption, Assignor and Assignee desire that Payees consent thereto and release and discharge Assignor from any further liability in respect of the Intercompany Payables respectively owed to them, and Payees are willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to, and obligations and other liabilities under or in respect of, the aforesaid Intercompany Payables.
3. (a) Assignee does hereby absolutely, irrevocably and unconditionally (i) accept the aforesaid assignment, transfer and conveyance, and (ii) assume and agree to pay and perform all of Assignor's obligations and other liabilities under or in respect of the aforesaid Intercompany Payables, to the same extent as if the same originally had been incurred by Assignee.

(b) Assignee does hereby absolutely, irrevocably and unconditionally agree to indemnify and hold harmless Assignor and its successors and assigns from and against any and

all costs, expenses, damages and other liabilities arising under or relating to the aforesaid Intercompany Payables so assigned and assumed.

4. Assignor does hereby absolutely, irrevocably and unconditionally undertake and promise to pay to Assignee a sum, in cash, equal to the aggregate principal amount, as of the Effective Time, of the aforesaid Intercompany Payables, which aggregate sum shall be payable by Assignor upon Assignee's demand.

5. Except as otherwise expressly provided for herein, this Agreement is made without covenant, warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatsoever.

6. The assignment and assumption under this Agreement shall be effective as of the close of business on June 26, 2016 (the "Effective Time").

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is understood and agreed that each Payee is an express third party beneficiary of the undertakings of Assignee under Paragraph 3(a) of this Agreement.

8. This Agreement may not be modified, discharged or terminated, except in a writing signed by the parties or their respective successors or assigns.

9. This Assignment shall be governed by and construed in accordance with New York law.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VOLT ROAD BORING CORP.

By: Shm H.S.
Name: Sharon H. Stern
Title: Sup end secrety

ASSIGNEE:

NUCO I, LTD.

By: Shm H.S.
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT, CONSENT,
DISCHARGE AND RELEASE:

Each of the undersigned payees, acting severally and not jointly or jointly and severally, does hereby acknowledge and consent to the foregoing assignment and assumption in respect of the aforesaid Intercompany Payables owed to it, and does hereby forever release and discharge Volt Road Boring Corp. from any further obligation or other liability under or in respect of the aforesaid Intercompany Payables owed to it.

VOLT DIRECTORY MARKETING, LTD.

By: Shm H.S.
Name: Sharon H. Stern
Title: Sup end secrety

VOLT TELECOMMUNICATIONS GROUP, INC.

By: Shm H.S.
Name: Sharon H. Stern
Title: Sup end secrety

ASSIGNMENT AND ACCEPTANCE AGREEMENT
(Intercompany Receivables)

THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT ("**Agreement**"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Volt Road Boring Corp., a Florida corporation ("**Assignor**"), and Nuco I, Ltd., a Nevada corporation ("**Assignee**").

RECITALS

Assignor is the payee under certain intercompany receivables outstanding as of the Effective Time in the aggregate approximate principal amount of \$1,458,767.59 (collectively, the "**Intercompany Receivables**"), owed to Assignor by its affiliate, Volt Information Sciences, Inc., a New York corporation. The obligor under the aforesaid Intercompany Receivables is referred to as the "**Obligor**". Assignor has declared and is paying a dividend to Assignee, its sole stockholder, in certain property of Assignor – to wit, the aforesaid Intercompany Receivables; and Assignor and Assignee are entering into this Agreement in furtherance thereof. In connection therewith, Assignor and Assignee desire that Obligor consent to such assignment, and Obligor is willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the aforesaid Intercompany Receivables.
3. Assignee does hereby absolutely, irrevocably and unconditionally accept the aforesaid assignment, transfer and conveyance.
4. [Intentionally omitted.]
5. Except as otherwise expressly provided for herein, this Agreement is made without covenant, warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatsoever.
6. The assignment and acceptance under this Agreement shall be effective as of the close of business on June 26, 2016 (the "**Effective Time**").

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Agreement may not be modified, discharged or terminated, except in a writing signed by the parties or their respective successors or assigns.

9. This Assignment shall be governed by and construed in accordance with New York law.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VOLT ROAD BORING CORP.

By: Shm H.S.
Name: Shm H.S.
Title: Super Secy

ASSIGNEE:

NUCO I, LTD.

By: Shm H.S.
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT AND CONSENT:

The undersigned does hereby acknowledge and consent to the foregoing assignment and acceptance.

VOLT INFORMATION SCIENCES, INC.

By: Shm H.S.
Name: Sharon H. Stern
Title: Senior Vice President-Legal Affairs
& Secretary

ASSIGNMENT AND ASSUMPTION AGREEMENT (Intercompany Payables)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), effective as of the Effective Time (as hereinafter defined), is entered into by and between Volt Road Boring Corp., a Florida corporation ("Assignor"), and Nuco I, Ltd., a Nevada corporation ("Assignee").

RECITALS

Assignor is the obligor under certain intercompany payables outstanding as of the Effective Time in the aggregate approximate principal amount of \$3,280.37 (collectively, the "Intercompany Payables"), owed by Assignor to its affiliate, Volt Directory Marketing, Ltd., a Delaware corporation, in the aggregate approximate principal amount of \$935.35, and to its affiliate, Volt Telecommunications Group, Inc., a Delaware corporation, in the aggregate approximate principal amount of \$2,345.02. The obligees under the aforesaid Intercompany Payables are referred to collectively as the "Payees". Assignor and Assignee desire that Assignor assign to Assignee the obligations of Assignor under the aforesaid Intercompany Payables, and that Assignee accept such assignment and assume all of Assignor's obligations thereunder. In connection with the aforesaid assignment and assumption, Assignor and Assignee desire that Payees consent thereto and release and discharge Assignor from any further liability in respect of the Intercompany Payables respectively owed to them, and Payees are willing to do so.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other consideration the existence, receipt and sufficiency of which hereby are acknowledged, the parties hereto do hereby agree as follows:

1. The Recitals to this Agreement are hereby made a part of this Agreement for all purposes.
2. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to, and obligations and other liabilities under or in respect of, the aforesaid Intercompany Payables.
3. (a) Assignee does hereby absolutely, irrevocably and unconditionally (i) accept the aforesaid assignment, transfer and conveyance, and (ii) assume and agree to pay and perform all of Assignor's obligations and other liabilities under or in respect of the aforesaid Intercompany Payables, to the same extent as if the same originally had been incurred by Assignee.
(b) Assignee does hereby absolutely, irrevocably and unconditionally agree to indemnify and hold harmless Assignor and its successors and assigns from and against any and

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VOLT ROAD BORING CORP.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Sup end security

ASSIGNEE:

NUCO I, LTD.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Senior Vice President & Secretary

ACKNOWLEDGEMENT, CONSENT,
DISCHARGE AND RELEASE:

Each of the undersigned payees, acting severally and not jointly or jointly and severally, does hereby acknowledge and consent to the foregoing assignment and assumption in respect of the aforesaid Intercompany Payables owed to it, and does hereby forever release and discharge Volt Road Boring Corp. from any further obligation or other liability under or in respect of the aforesaid Intercompany Payables owed to it.

VOLT DIRECTORY MARKETING, LTD.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Sup end security

VOLT TELECOMMUNICATIONS GROUP, INC.

By: Sharon H. Stern
Name: Sharon H. Stern
Title: Sup end security