

V10060

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MERGER OR SHARE EXCHANGE

ALPHASTAFF GROUP, INC.

Certificate of Status	0
Certified Copy	1
Page Count	85
Estimated Charge	\$78.75

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4-24-08

Greenberg Traurig

April 28, 2008

Ms. Thelma Lewis
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: Articles of Merger of 2007 Apollo Acquisition Corp., a Delaware corporation,
With and into AlphaStaff Group, Inc., a Florida corporation
Filing Date April 23, 2008 (Document Number V10060)

Dear Ms. Lewis:

As discussed in your conversation with Joel Rodriguez of CT Corporation, it is critical that the Agreement and Plan of Merger, which was filed together with the Articles of Merger for the above-referenced merger, is replaced with an abbreviated version of the Agreement and Plan of Merger.

The version of the Agreement and Plan of Merger as filed with the above-referenced Articles of Merger contains certain proprietary and confidential information, which was never intended by the parties to become public record. Accordingly, attached hereto is the Agreement and Plan of Merger to be substituted for the version of Agreement and Plan of Merger originally sent to the Florida Department of State for filing.

We sincerely and greatly appreciate your kind assistance and cooperation in this matter. Should you have any questions or comments, please call me at 305.579.0589.

Sincerely,



Drew M. Altman, Esq.

Enclosure

ARTICLES OF MERGER
OF
2007 APOLLO ACQUISITION CORP.
a Delaware corporation,

with and into

ALPHASTAFF GROUP, INC.
a Florida corporation.

Dated as of April 23, 2008

FILED
2008 APR 23 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to and in accordance with the provisions of Section 607.1105 of the Florida Business Corporation Act, 2007 APOLLO ACQUISITION CORP., a Delaware corporation ("Apollo"), and ALPHASTAFF GROUP, INC., a Florida corporation (the "Surviving Corporation") do hereby adopt these Articles of Merger (these "Articles") for the purpose of merging Apollo with and into the Surviving Corporation (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated as of March 28, 2008 is attached hereto as Exhibit A.
2. Amended and Restated Articles of Incorporation. In accordance with Section 2.4 of the Plan, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached hereto as Exhibit B.
3. Effective Date. The effective date of the Merger shall be the later of the filing of these Articles (or the Delaware equivalent of these Articles, as applicable) with (i) the Department of State of the State of Florida and (ii) the Secretary of State of the State of Delaware.
4. Date of Plan Adoption. The shareholders of the Surviving Corporation adopted the Plan on March 28, 2008 and the sole stockholder of Apollo adopted the Plan on April 23, 2008.
5. Counterparts; Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile signatures shall be deemed originals for all purposes of these Articles.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

2007 APOLLO ACQUISITION CORP.

By: _____

Name:

Title:

ALPHASTAFF GROUP, INC.

By: _____

Name:

Title:

Jay Starkman
Jay Starkman
President & CEO

[Signature Page to Articles of Merger]

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

2007 APOLLO ACQUISITION CORP.

By: 

Name: James C. Madden

Title: President

ALPHASTAFF GROUP, INC.

By: _____

Name: _____

Title: _____

Exhibit A

[AGREEMENT AND PLAN OF MERGER]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 28, 2008 (this "Agreement"), is by and among 2007 APOLLO HOLDING CORP., a Delaware corporation (the "Parent"), 2007 APOLLO ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of the Parent (the "Sub"), ALPHASTAFF GROUP, INC., a Florida corporation (the "Company"), and Robert A. Beck, II, solely in his capacity as the initial Shareholders Representative hereunder.

RECITALS

The Boards of Directors of each of the Parent, the Company (including the majority of Class A Directors) and Sub have (i) determined that the merger of Sub with and into the Company (the "Merger") would be advisable and fair to, and in the best interests of, their respective stockholders and shareholders, as the case may be, and (ii) approved the Merger upon the terms and subject to the conditions set forth in this Agreement pursuant to the Florida Business Corporation Act (the "FBCA") and the Delaware General Corporation Law (the "DGCL"), and collectively with the FBCA, the "State Laws").

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms. For purposes of this Agreement:

"Base Merger Consideration" means \$73,250,000 plus the Deposit.

"Base Per Share Merger Consideration" means an amount equal to the quotient of (A) the Base Merger Consideration divided by (B) the number of Fully Diluted Shares.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in The City of New York.

"Class A Common Stock" means the Company's Class A Common Stock, par value \$0.00001 per share.

"Class A Directors" means the members of the Board of Directors of the Company elected by the holders of Class A Common Stock.

"Class B Common Stock" means the Company's Class B Common Stock, par value \$0.00001 per share.

"Company Common Stock" means, collectively, the Class A Common Stock and Class B Common Stock.

"Company Preferred Stock" means Preferred Stock of the Company, including Company Series A Preferred Stock.

"Company Series A Preferred Stock" means the Company's Preferred Stock—Series A, par value \$0.0001 per share.

"Distribution Record Date" means at 11:59 p.m., Fort Lauderdale, Florida time, on the day immediately preceding the Closing Date.

"Fully Diluted Shares" means the aggregate number of Shares (other than Shares to be cancelled in accordance with Sections 2.8(c) and 2.8(d)) and Share equivalents (including options, warrants and other interests convertible into or exchangeable for Shares) outstanding immediately prior to the Effective Time, including for purposes of this computation the aggregate number of Shares issuable upon the exercise in full of all Options outstanding immediately prior to the Effective Time, whether or not vested or currently exercisable.

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Authority.

"Option" means each outstanding option to purchase Shares.

"Option Cash" means the amount of cash received by the Company upon exercise by the Optionholders of the Options during the period commencing on the date hereof and ending immediately prior to the distribution contemplated by Section 2.7.

"Optionholder" means a holder of an Option.

ARTICLE II THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time and in accordance with State Laws, Sub shall be merged with and into the Company pursuant to which (i) the separate corporate existence of Sub shall cease, (ii) the Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Florida as a wholly owned Subsidiary of the Parent and (iii) all of the properties, rights, privileges, powers and franchises of the Company and Sub shall vest in the Surviving Corporation, and all of the debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

Section 2.2 Closing; Effective Time. On the Closing Date, the parties shall cause a certificate of merger substantially in the form attached as Exhibit D-1 hereto to be executed and filed with the Secretary of State of the State of Delaware (the "Delaware Certificate of Merger") and articles of merger substantially in the form attached as Exhibit D-2 hereto to be executed and filed with the Secretary of State of the State of Florida (the "Florida Articles of Merger" and together with the Delaware Certificate of Merger, the "Certificates of Merger"), executed in accordance with the relevant provisions of State Laws. The Merger shall become effective upon the filing of both Certificates of Merger with the applicable Secretaries of State or at such other time as the parties shall agree and as shall be specified in each Certificate of Merger, but in all events after the consummation of the transactions contemplated in Section 2.1. The date and time when the Merger shall become effective in accordance with the relevant provisions of State Laws is herein referred to as the "Effective Time".

Section 2.3 Effects of the Merger. The Merger shall have the effects provided for herein and in the applicable provisions of the State Laws.

Section 2.4 Articles of Incorporation and Bylaws. From and after the Effective Time, (a) the articles of incorporation of the Company, as in effect immediately prior to the Effective Time (as amended as set forth in the Florida Articles of Merger) (the "Articles of Incorporation"), shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and the FBCA and (b) the bylaws of the Company, as in effect immediately prior to the Effective Time (the "Bylaws"), shall be the Bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and the FBCA.

Section 2.5 Directors; Officers. From and after the Effective Time, (a) the directors of Sub serving immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be and (b) the officers of the Company serving immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified, as the case may be.

Section 2.6 Subsequent Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either the Company or Sub acquired or to be acquired by the Surviving Corporation as a result of or in connection with the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name of and on behalf of either the Company or Sub, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 2.7 Conversion of Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of the Parent, Sub, the Company or any holder of any shares of Company Common Stock or of Company Preferred Stock (shares of the Company Common Stock and Company Preferred Stock collectively referred to herein as the "Shares") or any shares of capital stock of Sub:

(a) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any Shares described in Sections 2.8(c) and (d) and any Dissenting Shares) shall be converted into and become the right to receive Base Per Share Merger Consideration, in cash, without interest, and any additional consideration paid out of amounts held back for indemnification purposes, in cash, without interest, which may be payable in respect of such Share pursuant to Section 2.13, at the time and subject to the contingencies specified in Section 2.13. Any share of Company Preferred Stock with respect to which any holder thereof duly executed and delivered a notice of conversion in accordance with the Articles of Incorporation of the Company prior to the Effective Time shall be deemed converted into shares of Company Common Stock immediately prior to the Effective Time and treated as shares of Common Stock for purposes of this Section 2.8(a), and shall not be entitled to receive consideration pursuant to Section 2.8(b).

(b) Each share of Company Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any Shares described in Sections 2.8(c) and (d) and any Dissenting Shares) shall be converted into and become the right to receive Base Per Share Merger Consideration, in cash, without interest, and any additional consideration paid out of amounts held back for indemnification purposes, in cash, without interest, which may be payable in respect of such Share pursuant to Section 2.13, at the time and subject to the contingencies specified in Section 2.13.

(c) Each Share that is owned by Parent or Sub immediately prior to the Effective Time shall automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(d) Each Share that is held in the treasury of the Company or owned by the Company or any of its wholly owned Subsidiaries immediately prior to the Effective Time shall automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(e) Each share of common stock, par value \$0.01 per share, of Sub issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid share of common stock, par value \$0.01 per share, of the Surviving Corporation.

Section 2.8 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, Shares (other than any Shares to be cancelled pursuant to Sections 2.8(c) and (d)) outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has properly demanded appraisal for such Shares in accordance with Section 607.1302 et seq. of the FBCA, if such Section provides for appraisal rights for such Shares in the Merger ("Dissenting Shares"), shall not be converted into or be exchangeable for the right to receive a portion of the Base Merger Consideration and

any additional consideration paid out of amounts held back for indemnification purposes unless and until such holder fails to perfect or withdraws or otherwise loses his right to appraisal and payment under the FBCA. If, after the Effective Time, any such holder fails to perfect or withdraws or loses his right to appraisal, such holder's Dissenting Shares shall thereupon be treated as if they had been converted as of the Effective Time into the right to receive the portion of the Base Merger Consideration and any additional consideration paid out of amounts held back for indemnification purposes to which such holder is entitled, without interest. The Company shall give the Parent (i) prompt notice of any demands received by the Company for appraisal of the Shares, attempted written withdrawals of such demands, and any other instruments served pursuant to the FBCA and received by the Company relating to shareholders' rights to appraisal with respect to the Merger and (ii) the opportunity to direct all negotiations and proceedings with respect to any exercise of such appraisal rights under the FBCA. The Company shall not, except with the prior written consent of the Parent, voluntarily make any payment with respect to any demands for payment of fair value for capital stock of the Company, offer to settle or settle any such demands or approve any withdrawal of any such demands.

Section 2.9 Options and Other Share Equivalents. All Share equivalents (including options, warrants and other interests convertible into or exchangeable for Shares) that remain unexercised prior to the Effective Time shall be terminated.

Section 2.10 Payment for Shares

(a) Prior to the Effective Time, the Parent shall designate Citibank, N.A. or such other bank or trust company reasonably acceptable to the Company to act as paying agent in connection with the Merger (the "Paying Agent") pursuant to a paying agent agreement providing for, among other things, the matters set forth in this Section 2.11 and otherwise reasonably satisfactory to the Company. Concurrently with the Effective Time, the Parent shall, or shall cause the Surviving Corporation to, deliver funds to the Paying Agent for the benefit of holders of the Shares (each, a "Shareholder"), required for the payment of the consideration to which such Shareholders shall be entitled at the Effective Time pursuant to Section 2.8(a) and Section 2.8(b). Such funds shall be invested by the Paying Agent, pending payment of such funds by the Paying Agent to the Shareholders. Earnings from such investments shall be the sole and exclusive property of the Parent or the Surviving Corporation, as the case may be, and no part thereof shall accrue to the benefit of the Shareholders.

(b) As promptly as practicable after the Closing Date, the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of a certificate or certificates that, as of the Distribution Record Date, evidenced outstanding Shares (the "Certificates") and whose Shares were converted into and have become the right to receive the consideration described in Sections 2.8(a) and 2.8(b), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Paying Agent and shall be in such form and have such other provisions as the Parent may specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for payment therefor (the "Letter of Transmittal"). Upon surrender of a Certificate for cancellation to the Paying Agent, together with such Letter of Transmittal duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor (as promptly as practicable), an amount in cash equal to (A) the Base Per Share Merger Consideration multiplied

by (B) the number of Shares formerly represented by such Certificate, without interest, and such Certificate shall, upon such surrender, be cancelled. If payment in respect of any Certificate is to be made to a Person other than the Person in whose name such Certificate is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or shall otherwise be in proper form for transfer, that the signatures on such Certificate or any related stock power shall be properly guaranteed and that the Person requesting such payment shall have established to the satisfaction of the Parent and the Paying Agent that any transfer and other Taxes required by reason of such payment to a Person other than the registered holder of such Certificate have been paid or are not applicable. Until surrendered in accordance with the provisions of this Section 2.11, any Certificate (other than Certificates representing Shares described in Sections 2.8(b) and (c) and any Dissenting Shares) shall be deemed, at any time after the Effective Time, to represent only the right to receive the Base Per Share Merger Consideration payable with respect thereto, in cash, without interest, as contemplated herein and any additional consideration paid out of amounts held back for indemnification purposes payable pursuant to Section 2.13. Notwithstanding the foregoing, in the event any Shareholder delivers the Certificates and an executed Letter of Transmittal to the Parent and the Surviving Corporation on the Closing Date, the Parent or the Surviving Corporation shall cause the Paying Agent to pay to such Shareholder the amounts that such Shareholder is entitled to receive pursuant to this Section 2.11(b) as soon as reasonably practicable.

(c) At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of any shares of capital stock thereafter on the records of the Company. If, after the Effective Time, a Certificate (other than representing Shares described in Sections 2.8(c) and (d)) is presented to the Surviving Corporation, it shall be cancelled and exchanged as provided in this Section 2.11.

(d) All cash paid upon conversion of the Shares in accordance with the terms of this Article II, all cash deposited with the Paying Agent pursuant to Section 2.11(b) and all cash paid pursuant to Sections 2.12 and 2.13 shall be deemed to have been paid in full satisfaction of all rights pertaining to such Shares. From and after the Effective Time, the holders of Certificates shall cease to have any rights with respect to Shares represented thereby, except as otherwise provided herein or by applicable Law.

(e) If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder thereof in a form reasonably satisfactory to the Parent and the Paying Agent, the Paying Agent shall pay or cause to be paid in exchange for such lost, stolen or destroyed Certificate the relevant portion of the Base Merger Consideration and any additional consideration paid out of amounts held back for indemnification purposes payable in respect thereof pursuant to Sections 2.11(b) and 2.13 for Shares represented thereby; provided, however, that either the Parent or the Paying Agent may, in their discretion, require the delivery of a satisfactory indemnity or the posting of a bond.

(f) Promptly following the date that is six months after the Effective Time, the Parent shall be entitled to require the Paying Agent to deliver to it (or its designee) any funds (including any interest or other income received with respect thereto) that had been delivered to the Paying Agent and that have not been disbursed to holders of Certificates, or any Certificates or other documents relating to the Merger in its possession, and thereafter such holders shall be entitled to

look to the Parent and the Surviving Corporation as general creditors thereof with respect to any portion of the Base Merger Consideration payable upon due surrender of their Certificates, without interest. Notwithstanding anything to the contrary in this Section 2.11, to the fullest extent permitted by law, none of the Paying Agent, the Parent or the Surviving Corporation shall be liable to any holder of a Certificate for any amount properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

Section 2.11 Withholding Rights Each of the Parent, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from any consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of applicable tax Law. To the extent that such amounts are so withheld or paid over to or deposited with the relevant Governmental Authority by the Parent, the Surviving Corporation or the Paying Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Person in respect to which such deduction and withholding was made.

Section 2.12 Amendment and Modification. This Agreement may be amended, modified or supplemented by the parties by action taken or authorized by their respective Boards of Directors at any time prior to the Closing Date (notwithstanding any shareholder approval); provided, however, that after approval of the transactions contemplated hereby by the shareholders of the Company, no amendment shall be made which pursuant to applicable Law requires further approval by such shareholders without such further approval. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each of the parties in interest at the time of the amendment.

[The remainder of this page is intentionally left blank.]

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

2007 APOLLO HOLDING CORP.

By: 

Name: J. Michael Cline under Power
Title: of Attorney for James C. Hadden,
President

2007 APOLLO ACQUISITION CORP.

By: 

Name: J. Michael Cline under
Title: Power of Attorney for James
C. Hadden, President

ALPHASTAFF GROUP, INC.

By: _____

Name: _____

Title: _____

SHAREHOLDERS REPRESENTATIVE

By: _____

Robert A. Beck, II

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


2007 APOLLO HOLDING CORP.

By: _____
Name:
Title:

2007 APOLLO ACQUISITION CORP.

By: _____
Name:
Title:

ALPHASTAFF GROUP, INC.

By: 
Name: Jay Starkman
Title: CEO

SHAREHOLDERS REPRESENTATIVE

By: 
Robert A. Beck, II

Exhibit B
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ALPHASTAFF GROUP, INC.

The Articles of Incorporation of AlphaStaff Group, Inc., a Florida corporation (the "Corporation"), are hereby amended and restated in their entirety as follows:

FIRST: The name of the corporation is AlphaStaff Group, Inc.

SECOND: The address of the registered office of the Corporation in the State of Florida is CT Corporation System, 1200 South Pine Island Road, in the City of Plantation 33324, County of Broward, and the name of its registered agent of the Corporation in the State of Florida at such address is CT Corporation System.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under Chapter 607 of the Florida Statutes.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 20,000,000 of which (i) 10,000,000 shares, par value \$.01 per share, shall be Common Stock (the "Common Stock"), and (ii) 10,000,000 shares, par value \$.01 per share, shall be Preferred Stock (hereinafter called "Preferred Stock").

A description of the different classes of the Corporation's capital stock is as follows:

A. COMMON STOCK

The Common Stock shall have the following rights, preferences, privileges and restrictions:

1. Dividends.

The holders of the Common Stock shall be entitled to receive such dividends as may be declared thereon from time to time by the Board of Directors of the Corporation, in its discretion, from any assets legally available for the payment of dividends, provided that no dividends may be paid on the Common Stock unless all accrued and unpaid dividends on all shares of Preferred Stock are paid.

2. Liquidation, Dissolution or Winding Up.

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of Common Stock shall be entitled to share ratably in the distribution of the assets of the Corporation after payment or provision for payment of such amounts as the holders of shares of Preferred Stock shall then be entitled to receive.

3. Voting Rights.

Except as otherwise required by law, all shares of Common Stock shall have equal voting rights and shall have one vote, in person or by proxy, for each share thereof held.

B. PREFERRED STOCK

The Board of Directors is authorized, subject to limitations prescribed by law and the provisions of this Article FOURTH, to provide for the issuance of the shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Florida, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The holders of shares of the Preferred Stock of each such series shall be entitled to receive, when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, dividends (if any) at the rates fixed by the Board of Directors for such series, and no more, before any cash dividends shall be declared and paid, or set apart for payment, on the Common Stock with respect to the same dividend period. The holders of shares of the Preferred Stock of each such series shall be entitled upon liquidation or dissolution or upon the distribution of the assets of the Corporation to such preferences as provided in the resolution or resolutions creating such series of Preferred Stock, and no more, before any distribution of the assets of the Corporation shall be made to the holders of shares of the Common Stock. Whenever the holders of shares of the Preferred Stock of each such series shall have been paid the full amounts to which they shall be entitled, the holders of shares of the Common Stock shall be entitled to share ratably in all remaining assets of the Corporation.

The authority of the Board of Directors of the Corporation with respect to each such series shall include, but not be limited to, the determination or fixing of the following:

(a) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board of Directors of the Corporation in creating such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by like action of the Board of Directors of the Corporation;

(b) The dividend rate of such series, the conditions and time upon which such dividends shall be payable, the relation which such dividends shall bear to the

dividends payable on any other class or classes of stock or series thereof, or any other series of the same class, and whether such dividends shall be cumulative or non-cumulative;

(c) The conditions upon which the shares of such series shall be subject to redemption by the Corporation and the times, prices and other terms and provisions upon which the shares of the series may be redeemed including the date or dates upon or after which they may be redeemed, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(d) Whether or not the shares of the series shall be subject to the operation of a retirement or sinking fund to be applied to the purchase or redemption of such shares and, if such retirement or sinking fund be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(e) Whether or not the shares of the series shall be convertible into or exchangeable for shares of any other class or classes, with or without par value, or of any other series of the same class, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange as the Board of Directors shall determine;

(f) Whether or not the shares of the series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(g) The rights of the shares of the series in the event of voluntary or involuntary liquidation, dissolution or the winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and

(h) Any other powers, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, of the shares of such series, as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions of these Amended and Restated Articles of Incorporation.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the Corporation.

SIXTH: Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

SEVENTH: A director of the Corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the Florida Statutes as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to such reservation.

[Remainder of page intentionally left blank.]

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

The undersigned, having been named the Registered Agent of AlphaStaff Group, Inc., hereby accepts such designation and is familiar with, and accepts, the obligations of such position, as provided in Florida Statutes Section 607.0505.

CT CORPORATION SYSTEM

By: Anthony LiCausi
Name: _____
Title: Anthony LiCausi
Vice President