

V29998

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**MERGER OR SHARE EXCHANGE
MPS GROUP, INC.**

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EXAMINER

M100-2569

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Articles of Merger

Of

AJILON NORTH AMERICA, LLC
a Delaware Limited Liability Company

Into

MPS GROUP, INC.
a Florida corporation

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Florida Statutes 607.1109

FIRST: The exact names, jurisdictions and entity type for each merging party are as follows:

MPS GROUP, INC.	Florida	Business corporation
AJILON NORTH AMERICA, LLC	Delaware	Limited Liability Company

SECOND: The exact name, jurisdiction and entity type of the surviving party is:

MPS GROUP, INC.	Florida	Business corporation
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THIRD: The attached plan of merger was approved by the Florida domestic corporation in accordance with the provisions of Chapter 607 of the Florida Statutes.

FOURTH: The attached plan of merger was approved by the Delaware Limited Liability Company that is party to this merger in accordance with the applicable laws of the state under which it is formed.

FIFTH: The effective date of these articles of merger is January 1, 2011.

SIXTH: Signatures for each party:

MPS GROUP, INC.

AJILON NORTH AMERICA, LLC





Dawn Ehrhart
VICE PRESIDENT

DIANA R. KARABELAS
ASST. SECY.

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3.1.1

AGREEMENT AND PLAN OF MERGER
BETWEEN
AJILON NORTH AMERICA, LLC
(a Delaware limited liability company)
AND
MPS GROUP, INC.
(a Florida corporation)

(Pursuant to Section 607.1101 of the Florida Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act)

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of December 31, 2010, by and between Ajilon North America, LLC, a Delaware limited liability company ("ANA"), and MPS Group, Inc., a Florida corporation ("MPS").

WHEREAS, The Managers of ANA and the Board of Directors of MPS have approved this Agreement and the transactions contemplated by this Agreement, have submitted this Agreement to a vote of their respective stockholders and members and have directed that this Agreement be executed by the undersigned persons.

NOW, THEREFORE, MPS and ANA do hereby agree as follows:

1. **THE MERGER.** Subject to the terms and conditions hereof, MPS shall be merged with ANA (the "Merger") in accordance with Sections 607.1101 of the Florida Business Corporation Act (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"). MPS shall be the surviving entity in the Merger. MPS shall succeed to and acquire all of the assets and assume all of the liabilities (each, without limitation or modification, whatsoever) of ANA. The Merger shall become effective on January 1, 2011 at 12:01 AM EST (the "Effective Time"). At the Effective Time the separate existence of ANA shall cease, and the Merger shall have the effects stated in Section 607.1106 of the FBCA.

2. **CERTIFICATE OF INCORPORATION AND BYLAWS; OFFICERS.** The Certificate of Incorporation and Bylaws of MPS in effect immediately prior to the consummation of the Merger shall be the Certificate of Incorporation and Bylaws of the surviving entity and shall remain in effect following the Effective Time until amended or repealed. The officers of MPS immediately prior to the Effective Time shall be the directors and officers of the surviving entity until their successors shall have been duly elected and qualified or as otherwise provided by law, or by the Certificate of Incorporation or Bylaws of the surviving entity.

3. **CANCELLATION OF MEMBERSHIP INTERESTS; CANCELLATION OF CERTAIN RIGHTS AND SHARES.** At the Effective Time, by operation of law, all of the outstanding membership interests of ANA shall be cancelled and no shares of MPS stock shall be issued in exchange thereof.

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4. **CONDITIONS TO THE MERGER.** The Merger shall not be consummated unless the stockholder of MPS and the member of ANA shall have approved this Agreement in accordance with the FBCA and the DLLCA. Neither of such approvals shall have been revoked at or prior to the Effective Time.

5. **ABANDONMENT OF AGREEMENT.** This Agreement may be abandoned unilaterally by ANA or by MPS at any time before the Effective Time if (a) any action, suit, proceeding or claim has been instituted, made or threatened relating to the Agreement which shall make consummation of the transactions contemplated hereby inadvisable in the opinion of ANA or MPS, respectively, or (b) for any other reason consummation of the transactions contemplated hereby is inadvisable in the opinion of ANA or MPS, in their respective sole judgments. Such abandonment shall be effected by written notice by ANA or MPS to the other party hereto, authorized or approved by the party giving such notice. Upon the giving of such notice, this Agreement shall be terminated and there shall be no liability hereunder or on account of such termination on the part of ANA or MPS or the directors, officers, employees, agents or stockholders of any of them.

6. **AMENDMENTS.** To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by the parties hereto with the authorization or approval of the parties hereto.

7. **FURTHER ASSURANCES.** From time to time, as and when required by MPS or by its successors or assigns, and to the extent permitted by law, there shall be executed and delivered on behalf of ANA such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by MPS the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ANA and otherwise carry out the purposes of this Agreement, and each of the officers of MPS is fully authorized in the name and on behalf of ANA or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. **TAX CONSEQUENCES.** It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement.

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10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

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3.1.1

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf by its respective managers and officers thereunto duly authorized, all as of the date first above written.


AJLON NORTH AMERICA, LLC
(a Delaware limited liability company)

By: 
Tig Gilliam
President and Executive Officer

By: 
Stephen Nolan
Chief Financial Officer

MPS GROUP, INC.
(a Florida corporation)

By: 
Tig Gilliam
President

By: 
Stephen Nolan
Chief Financial Officer