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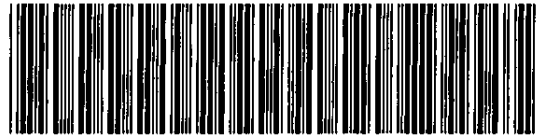
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

Merger

G. Gouffette APR 20 2007

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HCL America, Inc.
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Terry Scaglione
(Contact Person)

Registered Agents Legal Services, LLC
(Firm/Company)

1220 N. Market Street,
(Address)

Wilmington, DE 19801
(City/State and Zip Code)

For further information concerning this matter, please call:

Terry Scaglione At (800) 400-6650
(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

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

HCL America, Inc.

L. R. Raman

Raghu Raman Lakshmanan, Secretary

HCL (Mass.), Inc.

Vijey Sarathy

Vijey Sarathy, Secretary

A0658953

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

MERGER AGREEMENT

MAR 29 2007

**EFFECTIVE
DATE**

APR 01 2007

HCL America Inc. ("HCL America") is a California corporation having its principal place of business at 330 Potrero Ave, Sunnyvale, California 94085, and HCL (Mass.), Inc. ("HCL Mass"), a Massachusetts corporation having its principal place of business at 400 Crown Colony Dr., Ste 500, Quincy, Massachusetts, 02169 agree as follows:

**ARTICLE 1
PLAN OF REORGANIZATION**

Plan Adopted

Section 1.01. A plan of reorganization of HCL America, pursuant to the provisions of Chapters 11 and 12 of the California Corporation Code, and Internal Revenue Code Section 368(a)(1)(A), is adopted as follows effective from April 1, 2007:

- (a) HCL Mass shall be merged with and into HCL America, to exist and be governed by the laws of the State of California.
- (b) HCL America shall be the surviving corporation.
- (c) The separate existence of HCL Mass shall cease and HCL America shall succeed, without other transfer, to all the rights and property of HCL Mass, and shall be subject to all the debts and liabilities of HCL Mass, in the same manner as if HCL America has itself incurred them. All rights of creditors and all liens upon the property of HCL Mass shall be preserved unimpaired, limited in lien to the property affected by those liens immediately prior to the merger.
- (d) HCL America will carry on business with the assets of HCL Mass, as well as with the assets of HCL America.
- (e) On the effective date, in as much as HCL America, the surviving corporation and HCL Mass, the disappearing corporation have the same shareholder, each share of common stock of the HCL Mass issued and outstanding prior to the effective date shall be cancelled without consideration, and all of the issued and outstanding shares of common stock of HCL America shall remain unchanged and issued and outstanding.

Effective Date

Section 1.02. The effective date of the merger shall be the **April 1, 2007**.

ARTICLE 2
RECITALS OF CONSTITUENT CORPORATIONS

Disappearing Corporation

Section 2.01. HCL Mass is a corporation duly organized, validly existing, and in good standing under the laws of the State of Massachusetts. HCL Mass is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located.

Surviving Corporation

Section 2.02. HCL America is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

ARTICLE 3
MERGER TERMS AND CONDITIONS AND MODE OF CARRYING INTO EFFECT

Interim Conduct of Business; Limitations

Section 3.01. (a) Except as limited by subsection (b), pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as heretofore and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and others having business relationships with it.

(b) Except with the prior consent in writing of HCL America, pending consummation of the merger, HCL Mass shall not do any of the following:

- (1) Create or issue any indebtedness for borrowed money.
- (2) Enter into any transaction other than those involved in carrying on its business in the usual manner.

Submission to Shareholders and Filing

Section 3.02. (a) This agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of California and the State of Massachusetts for approval.

(b) On approval of this agreement by the shareholders of the respective constituent corporations, provided (1) all required governmental approvals, permissions, and authorizations shall have been obtained; (2) no governmental action affecting the merger shall have been taken or shall be threatened; and (3)

all conditions precedent to that filing shall have been satisfied, HCL America shall promptly file this agreement in the office of the Secretary of State of California.

Expenses

Section 3.03. (a) If the merger is consummated, HCL America shall pay all costs and expenses of the merger.

(b) If the merger is not consummated, each party to this agreement shall pay its own costs and expenses incident to the proposed merger.

Further Assignments or Assurances

Section 3.04. If at any time HCL America shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in it the title to any property or rights of HCL Mass, or otherwise carry out the provisions of this agreement, the proper officers and directors of HCL Mass, as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect, and confirm title to that property or rights in HCL America, and otherwise carry out the provisions of this agreement.

ARTICLE 4 DIRECTORS AND OFFICERS

Section 5.01. (a) The present Board of Directors of HCL America shall continue to serve as the Board of Directors of HCL America after merger until the next annual meeting or until such time as their successors have been elected and qualified. All persons who immediately prior to the effective date of the merger shall be directors of HCL Mass shall cease to be so on the effective date of merger.

(b) If a vacancy shall exist on the Board of Directors of HCL America on the effective date of the merger, that vacancy may be filled by the Board of Directors as provided in the bylaws of HCL America.

(c) All persons who at the effective date of the merger are executive or administrative officers of HCL America, shall remain as such executive or officers of HCL America until the Board of Directors of HCL America shall otherwise determine. All persons who immediately prior to the effective date of the merger shall be executive or administrative officers of HCL Mass shall cease to hold such office as on the effective date of merger. The Board of Directors of HCL America may elect or appoint any additional officers as it may determine.

(d) No compensation shall become payable to the directors or officers of HCL Mass for the loss of office, if any.

ARTICLE 6 ARTICLES OF INCORPORATION

Articles of HCL America

Section 6.01. The articles of HCL America, as existing on the effective date of the merger, shall continue in full force until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 7 BYLAWS

Bylaws of HCL America

Section 7.01: The bylaws of HCL America, as existing on the effective date of the merger, shall continue in full force until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 8 TERMINATION

Circumstances

Section 8.01. This agreement may be terminated and the merger herein provided for may be abandoned at any time prior to the effective date of the merger, whether before or after shareholder approval, on occurrence of any of the following conditions:

(a) By mutual consent of the Boards of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if any of the following occur:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either of the constituent corporations, or any of its assets, which, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted which, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this agreement and the effective date of the merger, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of HCL America, if, without the prior consent in writing of HCL America, HCL Mass does any of the following:

(1) Declared or paid a cash dividend on its common stock, or declared or paid any other dividend or made any other distribution on its shares;

(2) Created or issued any indebtedness for borrowed money; or

(3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

Section 8.02. In the event an election is made to terminate this agreement and to abandon the merger provided for herein,

(a) The President or any Vice-President of the constituent corporation whose Board of Directors has made that election shall give written notice thereof to the other constituent corporation.

(b) On the giving of notice as provided in subsection (a), this agreement shall terminate and the proposed merger be abandoned and, except for payment of its own costs and expenses incident to this agreement, there shall be no liability on the part of either constituent corporation as a result of that termination and abandonment.

ARTICLE 9

Assumption of Immigration related liabilities by HCL America

9.01 HCL America will assume, at the effective date of merger, and agrees to pay, perform and otherwise discharge, as and when the same shall become due and payable, any liabilities and obligations relating to any immigration related matters of HCL Mass' H-1B employees.

9.02 With regard to certain immigration-related matters and specifically with respect to HCL Mass' H-1B employees, the parties agree as follows:

- (i) HCL America wishes to specifically set forth certain liabilities HCL America will assume as of the effective date of merger with respect to the work visas, and other immigration-related filings with the United States Citizenship and Immigration Service ("USCIS") and the Department of Labor ("DOL") made on behalf of continuing employees of HCL Mass;
- (ii) In connection with the foregoing, HCL America acknowledges that from the effective date of merger, the business of HCL Mass will continue in the same domain with substantially the same employees continuing to serve the same customers, from the same physical locations;
- (iii) Singularly for the purposes of the undertakings made by HCL Mass in all of its immigrant and nonimmigrant petitions and DOL filings, HCL America will substantially continue the business of HCL Mass;
- (iv) HCL America acknowledges that (a) HCL Mass has certain employees who are working in the United States on work visas issued by the USCIS that are specialty occupation visas (H-1B visas); (b) HCL Mass has filed alien employment certification petitions with the DOL to assist such employees in seeking permanent residency in the United States; (c) in connection with such H-1B visas, a precursor petition, labor condition application ("LCA") is filed with the DOL; (d) the LCA states the place of employment, title and prevailing wages of the concerned employee; and (e) HCL Mass maintains public inspection files, which consist of completed LCA forms and cover pages thereto along with the wage rate to be paid to the H-1B nonimmigrant, an actual wage pay system memorandum and the prevailing wage documentation;
- (v) HCL America hereby assumes all liabilities with respect to USCIS and DOL obligations, including salary requirements inherent in the LCAs filed by HCL Mass, and those under the H-1B petitions and the alien employment certifications filed by HCL Mass and agrees to assume these obligations, liabilities and undertakings arising from or under attestations made in relevant and effective LCAs filed by HCL Mass for the employment of the concerned employees; and
- (vi) HCL America will abide by DOL's H-1B regulations applicable to the LCA, to maintain a copy of the statement in the public access file, and make such document available to any member of the public or the DOL upon request; and

- (vii) HCL America acknowledges that it will file successor-in-interest immigrant petitions after the alien employment certification application's approval. The parties acknowledge and intend that HCL America will be a successor-in-interest as per the requirements of DOL and USCIS.

ARTICLE 10 INTERPRETATION AND ENFORCEMENT

Notices

Section 10.01. Any notice or other communication required or permitted hereunder shall be properly given when deposited in the United States mail for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- (a) In the case of HCL Mass, to

HCL (Mass.), Inc.
400 Crown Colony Dr., Ste 500,
Quincy, Massachusetts, 02169
Attention: Rajiv Shesh, President

or to any other person or address that HCL Mass may from time to time furnish to HCL America.

- (b) In the case of HCL America, to

HCL America, Inc.
330 Potrero Drive
Sunnyvale, CA 94085
Attention: Raghu Raman Lakshmanan, Secretary and General Counsel

or to any other person or address that HCL America may from time to time furnish to HCL Mass.

Entire Agreement; Counterparts


Section 10.02. This instrument and the attached exhibits (if any) contain the entire agreement between the parties with respect to the transaction contemplated. It may be executed in any number of counterparts, each of which shall be deemed an original, but those counterparts together constitute only one and the same instrument.

Controlling Law

Section 10.03. The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of California.

Executed on 26 day of March 2007..

HCL AMERICA INC.

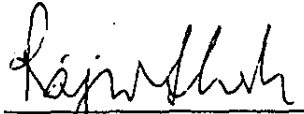


Name: Divakar Maddipatla
Its: Executive Vice President

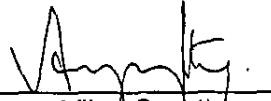


Name: Raghu Raman Lakshmanan
Its: Secretary and General Counsel

HCL (MASS.) INC.



Name: Rajiv Shesh
Its: President



Name: Vijey Sarathy
Its: Treasurer and Secretary

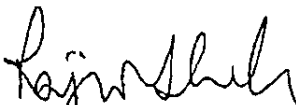
CERTIFICATE OF APPROVAL OF MERGER AGREEMENT

The undersigned state and certify that:

1. They are the President and Secretary, respectively of HCL (Mass.), Inc. a Massachusetts corporation.
2. The Merger Agreement is effective from April 1, 2007 in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 200.
4. The shareholder percentage vote required for the aforesaid approval was fifty percent.
5. The principal terms of the Merger Agreement in the form attached were approved by the corporation by a vote of the number of shares which equalled or exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Signed on March 27, 2007



Rajiv Shesh, President



Vijey Sarathy, Secretary

CERTIFICATE OF APPROVAL OF MERGER AGREEMENT

The undersigned state and certify that:

1. They are the President and Secretary, respectively of HCL America, Inc. a California corporation.
2. The Merger Agreement is effective from April 1, 2007 in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. There is only one class of shares and the total number of outstanding shares is 6,089,870.
4. The shareholder percentage vote required for the aforesaid approval was fifty percent.
5. The principal terms of the Merger Agreement in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge

Signed on March 27, 2007



Divakar Maddipatla, Executive Vice President



Raghu Raman Lakshmanan,
Secretary and General Counsel

