

To: FL Dept. of State
Subject: 000631.40999

F82068

From: Katie Wong

Thursday, August 04, 2005 4:07 PM Page: 1 of 8

Florida Department of State
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MERGER OR SHARE EXCHANGE

PRECISION RESPONSE CORPORATION

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Merger

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EFFECTIVE DATE

08-05-05

ARTICLES OF MERGER

OF

PRECISION RELAY SERVICES, INC.
(a Florida corporation)

INTO

PRECISION RESPONSE CORPORATION
(a Florida corporation)

FILED
05 AUG -4 AM 10:07
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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1104 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), the domestic corporations herein named do hereby adopt the following Articles of Merger for the purpose of merging Precision Relay Services, Inc., ("PRECISION RELAY") with and into Precision Response Corporation ("PRC").

FIRST: Annexed hereto and made a part hereof is the Plan of Merger for merging PRECISION RELAY with and into PRC (the "Merger").

SECOND: The Merger shall become effective on August 5, 2005 at 10:00 a.m. eastern daylight time (the "Effective Time"). At the Effective Time, PRECISION RELAY shall be merged with and into PRC, with PRC being the surviving corporation of the Merger, and the separate existence of PRECISION RELAY shall thereupon cease.

THIRD: Pursuant to Section 607.1104 of the FBCA, neither shareholder approval of PRC and PRECISION RELAY, nor Board of Director approval of PRECISION RELAY, was required. The Plan of Merger was adopted by the Board of Directors of Precision Response Corporation on August 3, 2005.

[signature page follows]

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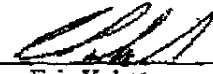
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IN WITNESS WHEREOF, each of PRC and PRECISION RELAY has caused these Articles of Merger to be signed in their respective corporate names on their behalf by an authorized officer, as of the 3rd day of August 2005.

PRECISION RELAY SERVICES, INC.

By: 
Name: Eric Kabot
Title: Secretary

PRECISION RESPONSE CORPORATION

By: 
Name: Eric Kabot
Title: Secretary

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PLAN OF MERGER

This PLAN OF MERGER ("Agreement") is made and entered into on this 3rd day of August, 2005 by and between Precision Response Corporation ("PRC"), a corporation organized and existing under the laws of the State of Florida, and Precision Relay Services, Inc. ("Precision Relay"), a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Precision Relay is a wholly-owned subsidiary of PRC;

WHEREAS, Section 607.1104 of the Florida Business Corporation Act (the "FBCA") authorizes a parent corporation owning at least 80% of the shares of a corporation or corporations to merge, any such corporation or corporations with itself or another such corporation;

WHEREAS, PRC and Precision Relay now desire to merge (the "Merger"), following which PRC shall be the surviving corporation; and

WHEREAS, the Board of Directors of PRC has approved the provisions of this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, PRC and Precision Relay hereby agree as follows:

1. MERGER. Subject to the terms and conditions of this Agreement, at the Effective Time as defined in paragraph 7 of this Agreement, Precision Relay shall be merged with and into PRC in accordance with Section 607.1104 of the FBCA and any other applicable provisions of law. The separate corporate existence of Precision Relay shall thereupon cease and PRC shall be the surviving corporation.

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2. EFFECT OF MERGER. Upon the Effective Time, Precision Relay and PRC shall become a single Florida corporation, the separate existence of Precision Relay shall cease, and in accordance with Section 607.11101 of the FBCA, all of the rights, privileges and powers of each of PRC and Precision Relay, and all property, real, personal and mixed, and all debts due to PRC and/or Precision Relay, as well as all other things and causes of action belonging to each of PRC and Precision Relay, shall be vested in PRC as the surviving corporation, and shall thereafter be the property of PRC as the surviving corporation as they were of each of PRC and Precision Relay, and the title to any real property vested by deed or otherwise, under the laws of the State of Florida, in either PRC or Precision Relay shall not revert or be in any way impaired by reason of the FBCA; but all rights of creditors and all liens upon any property of PRC and/or Precision Relay shall be preserved unimpaired, and all debts, liabilities and duties of each of PRC and Precision Relay shall thenceforth attach to PRC as the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. ARTICLES OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS.

(a) The Articles of Incorporation and Bylaws of PRC in effect immediately prior to the Effective Time shall not be amended in any respect by reason of the Merger and said Articles of Incorporation and Bylaws shall be the Articles of Incorporation and Bylaws of PRC, as the surviving corporation, unless and until amended in accordance with their terms and applicable law.

(b) On and after the Effective Time, until changed in accordance with the Articles of Incorporation and Bylaws of PRC, (i) the directors of PRC shall be the directors of

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PRC immediately prior to the Effective Time; and (ii) the officers of PRC shall be the officers of PRC immediately prior to the Effective Time.

4. MANNER AND BASIS OF CONVERTING SHARES. As a result of the Merger, (i) each share of Precision Relay common stock issued and outstanding immediately prior to the Effective Time shall be cancelled and (ii) each share of PRC common stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of PRC issued and outstanding immediately after the Effective Time.

5. EXPENSES OF THE MERGER. PRC, as the surviving corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

6. FURTHER ASSIGNMENT OR ASSURANCE. If at any time PRC, as the surviving corporation, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Agreement, the proper representatives of Precision Relay as of the Effective Time shall do all things necessary or proper to do so.

7. EFFECTIVE TIME. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, PRC, which shall be the surviving corporation of the Merger, shall file articles of merger substantially in the form of Exhibit I hereto (the "Articles of Merger") with the Secretary of State of the State of Florida and make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective on such date and such time (the "Effective Time") as is specified in the Articles of Merger.

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8. TERMINATION AND AMENDMENT. Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement and the Merger contemplated hereby may be abandoned either by PRC or Precision Relay, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Agreement may be amended in any respect by the mutual agreement of PRC and Precision Relay without the approval of the shareholders of PRC or Precision Relay unless the FBCA requires that such amendment be approved by such shareholders.

9. DESCRIPTIVE HEADINGS. The descriptive headings of the several articles and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

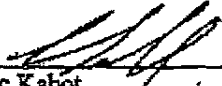
11. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed by their respective authorized representatives as of the day and year first-above
written.

PRECISION RESPONSE CORPORATION

By: 
Name: Eric Kabot
Title: Secretary

PRECISION RELAY SERVICES, INC.

By: 
Name: Eric Kabot
Title: Secretary

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