

F98000004670

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

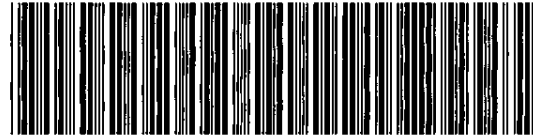
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900239346409

12/03/12--01003--007 **35.00

FILED
13 FEB 14 AM 10:36
STATE OF OHIO
RECORDS CENTER
COLUMBUS, OHIO

no file

NO

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: APAC Customer Management, Inc.
Name of Corporation

DOCUMENT NUMBER: F98000004670

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Tabita K. Moeller, Paralegal
Name of Contact Person

Sessions, Fishman, Nathan & Israel, LLC
Firm/Company

3850 No. Causeway Blvd., Suite 200
Address

Metairie, LA 70002
City/State and Zip Code

licensing@sessions-law.biz
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tabita Moeller at (504) 846-7956
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- \$35.00 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

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

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 5, 2012

ROSANNA BURCH
LAKEWAY TWO, SUITE 200
3850 NORTH CAUSEWAY BLVD.
METAIRIE, LA 70002-7227

SUBJECT: APAC CUSTOMER MANAGEMENT, INC.
Ref. Number: F98000004670

We have received your document for APAC CUSTOMER MANAGEMENT, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

When the Corporation changed its name to APAC CUSTOMER MANAGEMENT, INC., a Foreign Application changing its name should have been filed at that time. A Foreign Application must be filled out now showing the name change and a filing fee of \$35.00 is due. We have the document evidencing the name change.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carol Mustain
Regulatory Specialist II

Letter Number: 312A00027392

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

FILED
13 FEB 14 AM 10:36
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

SECTION I
(1-3 MUST BE COMPLETED)

F9800004670

(Document number of corporation (if known))

1. APAC Customer Management, Inc.
(Name of corporation as it appears on the records of the Department of State)¹

2. Pennsylvania
(Incorporated under laws of)

3. 8/17/1998
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? _____

5. APAC Customer Services, Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

Julie A. Fogarty
(Signature of a director, president or other officer (or in the hands of a receiver or other court appointed fiduciary, by that fiduciary))

Julie S. Fogarty
(Typed or printed name of person signing)

Assistant Secretary
(Title of person signing)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

February 5, 2013

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the indices and Records of this Department, it appears that on June 29, effective June 20, 2012 Articles of Merger were filed pursuant to the laws of the Commonwealth of Pennsylvania, whereby, APAC CUSTOMER MANAGEMENT, INC., a Pennsylvania corporation, incorporated June 6, 1983 merged into and with APAC CUSTOMER SERVICES, INC., a Illinois corporation not qualified in Pennsylvania, which was the surviving corporation to the merger.

I DO FURTHER CERTIFY, that this shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

Certificate Number: 10840596-1

Verify this certificate online at <http://www.corporations.state.pa.us/Corp/SOSKB/verify.asp>

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

JULY 2, 2012

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

APAC Customer Services, Inc.

is duly incorporated as a Pennsylvania Corporation under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

Certification Number: 10421223-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 29, 2012

5024-429-6

SERVICE PARTNERS OF ILLINOIS, INC.
520 S 2ND ST #2130
SPRINGFIELD IL 62701

RE APAC CUSTOMER SERVICES, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JULY 2, 2012

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

APAC Customer Services, Inc.

I, Carol Alchele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

- 1 ARTICLES OF INCORPORATION filed on June 6, 1983
- 2 ARTICLES OF AMENDMENT-BUSINESS filed on January 26, 1994
- 3 CHANGE OF REGISTERED OFFICE - Domestic filed on September 18,
1995
- 4 ARTICLES OF AMENDMENT-BUSINESS filed on May 23, 1996
- 5 ARTICLES OF AMENDMENT-BUSINESS filed on July 2, 1996

(List of documents continued on next page)

(List of documents continued)

- 6 ARTICLES OF AMENDMENT-BUSINESS filed on September 4, 1996
- 7 CHANGE OF REGISTERED OFFICE - Domestic filed on April 22,
2002
- 8 ARTICLES MERGER/CONSOLIDATION-ALL TYPES filed on April 2,
2004
- 9 ARTICLES OF AMENDMENT-BUSINESS filed on December 30, 2004
- 10 ARTICLES OF AMENDMENT-BUSINESS filed on April 3, 2012
- 11 ARTICLES OF MERGER-BUSINESS filed on June 29, 2012

which appear of record in this department.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office to
be affixed, the day and year above
written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

Certification Number: 10421643-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

Business Corporation (§ 1915)
 Nonprofit Corporation (§ 5915)

Name	CT - COUNTER		
Address	CT - COUNTER		
City	State	Zip Code	
8433516	SO	PA	1

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 4 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is: NCO Customer Management, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
507 Prudential Road	Horsham	PA	19044	Montgomery

(b) Name of Commercial Registered Office Provider _____ County _____
c/o _____

3. The statute by or under which it was incorporated: Business Corporation Law of 1988, as amended

4. The date of its incorporation: June 6, 1983

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

6. Check one of the following:

- The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- The amendment adopted by the corporation, set forth in full, is as follows
Article First of the Articles of Incorporation shall be amended in its entirety to read as follows:

"1. The name of the corporation is: APAC Customer Management, Inc."

- The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

2nd day of April

2012

NCO Customer Management, Inc.

Name of Corporation



Signature

John Schwab, President

Title

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
 CONSOLIDATION OR EXCHANGE**
 Business Corporation Act

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-6961
 www.cyberdriveillinois.com

FILED
JUN 29 2012

Remit payment in the form of a check or money order payable to Secretary of State.

Filing fee is \$100, but if merger or consolidation involves more than two corporations, submit \$50 for each additional corporation.

JESSE WHITE
SECRETARY OF STATE

File # SORAWA 10 Filing Fee: \$ 100.00 Approved: lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ^{merge} ~~consolidate~~ and State or Country of Incorporation.
~~exchange shares.~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>APAC Customer Services, Inc.</u>	<u>Illinois</u>	<u>50244296</u>
<u>APAC Customer Management, Inc.</u>	<u>Pennsylvania</u>	<u>NR</u>

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ^{surviving} ~~acquiring~~ corporation: APAC Customer Management, Inc.

b. Corporation shall be governed by the laws of: Pennsylvania

For more space, attach additional sheets of this size.

4. Plan of ^{merger} ~~consolidation~~ is as follows:
~~exchange shares~~

See the Agreement and Plan of Merger attached as Exhibit A

5. The ~~consolidation~~ merger was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the ~~exchange~~ state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
APAC Customer Services, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

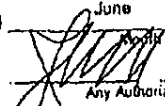
b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____
Month & Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated June 29 2012 APAC Customer Services, Inc.
Month & Day Year Exact Name of Corporation

 Any Authorized Officer's Signature
 John R. Schwab, Executive Vice President
 Name and Title (type or print)

Dated June 2012 APAC Customer Management, Inc.
Month & Day Year Exact Name of Corporation

 Any Authorized Officer's Signature
 Joshua Gindin, Secretary
 Name and Title (type or print)

Dated _____ 2012 _____
Month & Day Year Exact Name of Corporation

 Any Authorized Officer's Signature

 Name and Title (type or print)

7. Complete if reporting a merger under §11.30 -- 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____
Month & Day Year

Was written consent for the merger or written waiver of the 90-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated June 2012 APAC Customer Services, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
John R. Schwab, Executive Vice President
Name and Title (type or print)

Dated June 29 2012 APAC Customer Management, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Joshua Gindin, Secretary
Name and Title (type or print)

Dated _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
Name and Title (type or print)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of June 29, 2012, is by and between APAC Customer Services, Inc., an Illinois corporation ("*APAC*") and APAC Customer Management, Inc., a Pennsylvania corporation ("*Customer Management*," and together with APAC, the "*Parties*").

WHEREAS, each of the Parties is a direct or indirect wholly-owned subsidiary of EGS Holdings, Inc., a Delaware corporation; and

WHEREAS, as of the date hereof, Customer Management owns all of the issued and outstanding common shares of APAC.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, each Party agrees as follows:

ARTICLE I. THE APAC MERGER

1.1 The APAC Merger. At the Effective Time, and subject to this Agreement and the applicable provisions of the Pennsylvania Business Corporation Act (the "*PBCA*") and the Illinois Business Corporation Act of 1983, as amended (the "*IBCA*"), APAC shall be merged with and into Customer Management (the "*APAC Merger*"), whereupon APAC's separate existence shall cease, and Customer Management shall continue as the surviving corporation and shall continue to be governed by the laws of the Commonwealth of Pennsylvania. Simultaneously with the consummation of the APAC Merger, Customer Management will change its name to "APAC Customer Services, Inc." APAC Customer Services, Inc. as the surviving corporation after the APAC Merger is hereinafter referred to as the "*Surviving Corporation*."

1.2 Closing. Subject to the satisfaction or, if permissible, waiver of the conditions set forth in Article IV hereof, the closing of the APAC Merger (the "*Closing*") will take place concurrently with the closing of the Refinancing at the offices of Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (such date, the "*Closing Date*").

1.3 Actions at Closing. At the Closing, the Parties shall cause the APAC Merger to be consummated by simultaneously filing (a) Articles of Merger (the "*Pennsylvania Articles of Merger*") meeting the requirements of the PBCA, to be executed, acknowledged and filed with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and (b) Articles of Merger (the "*Illinois Articles of Merger*"), and together with the Pennsylvania Articles of Merger, the "*Articles of Merger*") meeting the requirements of the IBCA, to be executed, acknowledged and filed with the Secretary of the State of the State of Illinois.

1.4 Effective Time of the APAC Merger. The date on which the APAC Merger shall become effective is June 30, 2012 (the "*Effective Time*").

1.5 Effect of the Merger.

(a) At the Effective Time, the effect of the APAC Merger will be as provided in this Agreement, the Articles of Merger and the applicable provisions of the PBCA and IBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, Customer Management shall continue in existence as the surviving corporation and without further transfer, succeed to and possess all rights, privileges, powers and franchises of APAC, and all the business, assets, property, debts, liabilities and duties of whatever kind and character of APAC shall vest in the Surviving Corporation without further action; thereafter, the Surviving Corporation shall be liable for all the liabilities and obligations of APAC.

(b) The articles of incorporation of Customer Management as in effect immediately prior to the Effective Time, except as amended hereby to change the name to "APAC Customer Services, Inc.," shall be the articles of incorporation of the Surviving Corporation, until thereafter amended in accordance with the provisions thereof and applicable law. The bylaws of Customer Management in effect immediately prior to the APAC Merger shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable law.

(c) The directors and officers of Customer Management as in effect immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation until their earlier death, resignation or removal.

(d) As a result of the APAC Merger, at and as of the Effective Time, the Surviving Corporation shall adopt the name "APAC Customer Services, Inc."

(e) As a result of the APAC Merger, at and as of the Effective Time, by virtue of the APAC Merger without any action on the part of the Parties:

(i) Each common share, no par value per share, of APAC issued and outstanding immediately prior to the Effective Time shall be automatically be cancelled and retired and shall cease to exist, and no consideration or payment shall be delivered in exchange thereof or in respect thereof; and

(ii) Each share of common stock, par value \$0.01 per share, of Customer Management issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid share of common stock, par value \$0.01 per share, of the Surviving Corporation and constitute the only outstanding shares of capital stock of the Surviving Corporation.

ARTICLE II. REPRESENTATIONS AND WARRRANTIES OF APAC

APAC hereby represents and warrants to Customer Management that:

2.1 Organization and Qualification; Subsidiaries. APAC is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

2.2 Authority Relative to Agreement. APAC has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by

APAC and the consummation by APAC of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of APAC, and no other corporate proceedings on the part of APAC are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by APAC and, assuming the due authorization, execution and delivery by Customer Management, this Agreement constitutes a legal, valid and binding obligation of APAC, enforceable against APAC in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

2.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article II, neither APAC nor any other person on behalf of APAC makes any express or implied representation or warranty with respect to APAC or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither APAC nor any other person will have or be subject to any liability or indemnification obligation to Customer Management or any other person resulting from the distribution or failure to distribute to Customer Management, or Customer Management's use of, any such information, including any information, documents, projections, forecasts or other material made available to Customer Management in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article II.

ARTICLE III. REPRESENTATIONS AND WARRRANTIES OF CUSTOMER MANAGEMENT

Customer Management hereby represents and warrants to APAC that:

3.1 Organization and Qualification: Subsidiaries. Customer Management is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

3.2 Authority Relative to Agreement. Customer Management has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by Customer Management and the consummation by Customer Management of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Customer Management, and no other corporate proceedings on the part of Customer Management are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by Customer Management and, assuming the due authorization, execution and delivery by APAC, this Agreement constitutes a legal, valid and binding obligation of Customer Management, enforceable against Customer Management in accordance with its terms (except as such enforceability may be limited by bankruptcy,

insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

3.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III, neither Customer Management nor any other person on behalf of Customer Management makes any express or implied representation or warranty with respect to Customer Management or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither Customer Management nor any other person will have or be subject to any liability or indemnification obligation to APAC or any other person resulting from the distribution or failure to distribute to APAC, or APAC's use of, any such information, including any information, documents, projections, forecasts or other material made available to APAC in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article III.

ARTICLE IV. CONDITIONS TO THE MERGER

4.1 Conditions to the Obligations of Each Party. The obligations of each Party to consummate the APAC Merger are subject to the satisfaction or waiver by the Parties of the following condition:

(a) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order which is then in effect and has the effect of making the APAC Merger, illegal or otherwise restraining, enjoining or prohibiting the consummation of the APAC Merger.

4.2 Conditions to the Obligations of Customer Management. The obligations of Customer Management to consummate the APAC Merger are subject to the satisfaction or waiver by Customer Management of the following further conditions:

(a) each of the representations and warranties of APAC contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) APAC shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Effective Time.

4.3 Conditions to the Obligations of APAC. The obligations of APAC to consummate the APAC Merger are subject to the satisfaction or waiver by APAC of the following further conditions:

(a) each of the representations and warranties of Customer Management contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) Customer Management shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

ARTICLE V. TERMINATION, AMENDMENT AND WAIVER

5.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger, as follows:

(a) by mutual written consent of each of Customer Management and APAC;

(b) by either Customer Management or APAC, if (i) the Effective Time shall not have occurred on or before December 31, 2012 (the "*Termination Date*") and (ii) the Party seeking to terminate this Agreement pursuant to this Section 5.1(b) shall not have breached in any respect its obligations under this Agreement in any manner that shall have been the primary cause of the failure to consummate the APAC Merger on or before such date;

(c) by either Customer Management or APAC, if any Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such Order or other action shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this Section 5.1(c) shall have used its reasonable best efforts to remove such Order or other action;

(d) by Customer Management, if APAC shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.2(a) or Section 4.2(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by APAC within 5 days of receipt by APAC of written notice of such breach or failure; provided, that Customer Management is not then in breach of the Agreement such that any of the conditions set forth in Section 4.3(a) or Section 4.3(b) would not be satisfied; or

(e) by APAC, if Customer Management shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.3(a) or Section 4.3(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by Customer Management within 5 days of receipt by Customer Management of written notice of such breach or failure; provided, that APAC is not then in breach of the Agreement such that any of the conditions set forth in Section 4.2(a) or Section 4.2(b) would not be satisfied.

(f) Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party hereto; provided that, except as otherwise provided in this Agreement, if such termination shall result from the breach by either party of this Agreement, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other party as a result of such breach. The provisions of this Section 5.2, Section 6.4 and Section 6.6 shall also survive any termination hereof pursuant to Section 5.1.

ARTICLE VI. MISCELLANEOUS

6.1 Defined Terms. As used in this Agreement, the terms below shall have the meanings specified below:

(a) "*Affiliate*" means, with respect to any individual or entity, any other individual or entity directly or indirectly controlling, controlled by or under common control with such individual or entity.

(b) "*Governmental Authority*" means any United States (federal, state, local or municipal) or foreign government or political subdivision, or any governmental or quasi-governmental, regulatory, judicial or administrative authority, agency, commission or body or self-regulatory organization.

(c) "*Law*" means any and all laws, statutes, rules, regulations, principles of common law, requirements, resolutions, standard, guidance, policy, orders, awards, judgments or decrees promulgated by any Governmental Authority.

(d) "*Order*" shall mean any award decree, order, judgment, preliminary or permanent injunction, settlement, regulatory restriction, temporary restraining order or other order in any suit or proceeding by or with any Governmental Authority.

6.2 Notices. All notices provided for or permitted hereunder shall be made in writing by hand-delivery, registered or certified first-class mail, facsimile or air courier guaranteeing overnight delivery to the other party at the following addresses (or at such other address as shall be given in writing by any party to the others in accordance herewith):

If to Customer Management, to:

APAC Customer Management, Inc.
c/o Expert Global Solutions, Inc.
507 Prudential Road
Horsham, Pennsylvania 19044
Attention: President
Facsimile: (215) 441-2185

If to APAC, to:

APAC Customer Services, Inc.
c/o Expert Global Solutions, Inc.
507 Prudential Road
Horsham, Pennsylvania 19044
Attention: President
Facsimile: (215) 441-2185

All such notices shall be deemed to have been duly given: when delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when transmission confirmation is received, if faxed; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

6.3 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts (including by facsimile or portable document format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall

become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

6.4 Expenses. All expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

6.5 Availability of Merger Agreement. An original or attested copy of this Agreement will be kept on file at the principal executive office of the Surviving Corporation.

6.6 Governing Law; Jurisdiction. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of the State of Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR) THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. ANY ACTIONS OR PROCEEDINGS TO ENFORCE A JUDGMENT ISSUED BY ONE OF THE FOREGOING COURTS MAY BE ENFORCED IN ANY JURISDICTION.

6.7 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

6.9 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

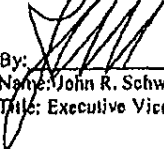
6.10 Amendments; Waivers. At any time prior to the filing of the Articles of Merger, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or, in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

6.11 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

[SIGNATURE PAGES FOLLOW]

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

APAC CUSTOMER SERVICES, INC.

By: 
Name: John R. Schwab
Title: Executive Vice President

APAC CUSTOMER MANAGEMENT, INC.

By: _____
Name: Joshua Gindin
Title: Secretary


[Signature Page to APAC Merger Agreement]

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

APAC CUSTOMER SERVICES, INC.

By: _____
Name: John R. Schwab
Title: Executive Vice President

APAC CUSTOMER MANAGEMENT, INC.

By: 
Name: Joshua Gindin
Title: Secretary

PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU

EXPEDITE

Articles/Certificate of Merger
 (15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)
 Domestic Nonprofit Corporation (§ 5926)
 Limited Partnership (§ 8547)

Name	CT - COUNTER		
Address			
City	State	Zip Code	
8503194	SO PA		

Document will be returned to the name and address you enter to the left.



Commonwealth of Pennsylvania
 ARTICLES OF MERGER-BUSINESS 14 Page(s)



T1218164106

Fee: \$150 plus \$40 additional for each Party in additional to two

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is: APAC Customer Management, Inc.					
2. Check and complete one of the following:					
<input checked="" type="checkbox"/> The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):					
(a) Number and Street	City	State	Zip	County	
507 Prudential Road, Horsham, PA 19044, Montgomery					
(b) Name of Commercial Registered Office Provider				County	
c/o					
<input type="checkbox"/> The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):					
(a) Number and Street	City	State	Zip	County	
(b) Name of Commercial Registered Office Provider				County	
c/o					
<input type="checkbox"/> The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:					
Number and Street	City	State	Zip		

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
<u>APAC Customer Services, Inc. (Illinois domestic corp.; not qualified in PA)</u>			

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: June 30, 2012 at _____
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
<u>APAC Customer Management, Inc.</u>	<u>Adopted by the directors and shareholders pursuant to 15 Pa.C.S. Sec. 1924(a)</u>

6. ~~Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.~~
The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

Number and street	City	State	Zip	County

178CD: 15-1926/5926/547-3

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29th day of June
2012

APAC Customer Management, Inc.
 Name of Corporation/Limited Partnership

 Signature
 Joshua Gindin, Secretary
 Title

APAC Customer Services, Inc.
 Name of Corporation/Limited Partnership

 Signature
 John R. Schwab, Executive Vice President
 Title

14429 - 0103 2012 Walter Kluwe Dallas

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of June 29, 2012, is by and between APAC Customer Services, Inc., an Illinois corporation ("*APAC*") and APAC Customer Management, Inc., a Pennsylvania corporation ("*Customer Management*," and together with APAC, the "*Parties*").

WHEREAS, each of the Parties is a direct or indirect wholly-owned subsidiary of EGS Holdings, Inc., a Delaware corporation; and

WHEREAS, as of the date hereof, Customer Management owns all of the issued and outstanding common shares of APAC.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, each Party agrees as follows:

ARTICLE I. THE APAC MERGER

1.1 The APAC Merger. At the Effective Time, and subject to this Agreement and the applicable provisions of the Pennsylvania Business Corporation Act (the "*PBCA*") and the Illinois Business Corporation Act of 1983, as amended (the "*IBCA*"), APAC shall be merged with and into Customer Management (the "*APAC Merger*"), whereupon APAC's separate existence shall cease, and Customer Management shall continue as the surviving corporation and shall continue to be governed by the laws of the Commonwealth of Pennsylvania. Simultaneously with the consummation of the APAC Merger, Customer Management will change its name to "APAC Customer Services, Inc." APAC Customer Services, Inc. as the surviving corporation after the APAC Merger is hereinafter referred to as the "*Surviving Corporation*."

1.2 Closing. Subject to the satisfaction or, if permissible, waiver of the conditions set forth in Article IV hereof, the closing of the APAC Merger (the "*Closing*") will take place concurrently with the closing of the Refinancing at the offices of Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (such date, the "*Closing Date*").

1.3 Actions at Closing. At the Closing, the Parties shall cause the APAC Merger to be consummated by simultaneously filing (a) Articles of Merger (the "*Pennsylvania Articles of Merger*") meeting the requirements of the PBCA, to be executed, acknowledged and filed with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and (b) Articles of Merger (the "*Illinois Articles of Merger*"), and together with the Pennsylvania Articles of Merger, the "*Articles of Merger*") meeting the requirements of the IBCA, to be executed, acknowledged and filed with the Secretary of the State of the State of Illinois.

1.4 Effective Time of the APAC Merger. The date on which the APAC Merger shall become effective is June 30, 2012 (the "*Effective Time*").

1.5 Effect of the Merger.

(a) At the Effective Time, the effect of the APAC Merger will be as provided in this Agreement, the Articles of Merger and the applicable provisions of the PBCA and IBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, Customer Management shall continue in existence as the surviving corporation and without further transfer, succeed to and possess all rights, privileges, powers and franchises of APAC, and all the business, assets, property, debts, liabilities and duties of whatever kind and character of APAC shall vest in the Surviving Corporation without further action; thereafter, the Surviving Corporation shall be liable for all the liabilities and obligations of APAC.

(b) The articles of incorporation of Customer Management as in effect immediately prior to the Effective Time, except as amended hereby to change the name to "APAC Customer Services, Inc.", shall be the articles of incorporation of the Surviving Corporation, until thereafter amended in accordance with the provisions thereof and applicable law. The bylaws of Customer Management in effect immediately prior to the APAC Merger shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable law.

(c) The directors and officers of Customer Management as in effect immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation until their earlier death, resignation or removal.

(d) As a result of the APAC Merger, at and as of the Effective Time, the Surviving Corporation shall adopt the name "APAC Customer Services, Inc."

(e) As a result of the APAC Merger, at and as of the Effective Time, by virtue of the APAC Merger without any action on the part of the Parties:

(i) Each common share, no par value per share, of APAC issued and outstanding immediately prior to the Effective Time shall be automatically be cancelled and retired and shall cease to exist, and no consideration or payment shall be delivered in exchange thereof or in respect thereof; and

(ii) Each share of common stock, par value \$0.01 per share, of Customer Management issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid share of common stock, par value \$0.01 per share, of the Surviving Corporation and constitute the only outstanding shares of capital stock of the Surviving Corporation.

ARTICLE II. REPRESENTATIONS AND WARRRANTIES OF APAC

APAC hereby represents and warrants to Customer Management that:

2.1 Organization and Qualification; Subsidiaries. APAC is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

2.2 Authority Relative to Agreement. APAC has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by

APAC and the consummation by APAC of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of APAC, and no other corporate proceedings on the part of APAC are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by APAC and, assuming the due authorization, execution and delivery by Customer Management, this Agreement constitutes a legal, valid and binding obligation of APAC, enforceable against APAC in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

2.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article II, neither APAC nor any other person on behalf of APAC makes any express or implied representation or warranty with respect to APAC or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither APAC nor any other person will have or be subject to any liability or indemnification obligation to Customer Management or any other person resulting from the distribution or failure to distribute to Customer Management, or Customer Management's use of, any such information, including any information, documents, projections, forecasts or other material made available to Customer Management in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article II.

ARTICLE III. REPRESENTATIONS AND WARRRANTIES OF CUSTOMER MANAGEMENT

Customer Management hereby represents and warrants to APAC that:

3.1 Organization and Qualification; Subsidiaries. Customer Management is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

3.2 Authority Relative to Agreement. Customer Management has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by Customer Management and the consummation by Customer Management of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Customer Management, and no other corporate proceedings on the part of Customer Management are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by Customer Management and, assuming the due authorization, execution and delivery by APAC, this Agreement constitutes a legal, valid and binding obligation of Customer Management, enforceable against Customer Management in accordance with its terms (except as such enforceability may be limited by bankruptcy,

insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

3.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III, neither Customer Management nor any other person on behalf of Customer Management makes any express or implied representation or warranty with respect to Customer Management or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither Customer Management nor any other person will have or be subject to any liability or indemnification obligation to APAC or any other person resulting from the distribution or failure to distribute to APAC, or APAC's use of, any such information, including any information, documents, projections, forecasts or other material made available to APAC in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article III.

ARTICLE IV. CONDITIONS TO THE MERGER

4.1 Conditions to the Obligations of Each Party. The obligations of each Party to consummate the APAC Merger are subject to the satisfaction or waiver by the Parties of the following condition:

(a) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order which is then in effect and has the effect of making the APAC Merger, illegal or otherwise restraining, enjoining or prohibiting the consummation of the APAC Merger.

4.2 Conditions to the Obligations of Customer Management. The obligations of Customer Management to consummate the APAC Merger are subject to the satisfaction or waiver by Customer Management of the following further conditions:

(a) each of the representations and warranties of APAC contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) APAC shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Effective Time.

4.3 Conditions to the Obligations of APAC. The obligations of APAC to consummate the APAC Merger are subject to the satisfaction or waiver by APAC of the following further conditions:

(a) each of the representations and warranties of Customer Management contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) Customer Management shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

ARTICLE V. TERMINATION, AMENDMENT AND WAIVER

- 4 -

17307264.3.BUSINESS

5.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger, as follows:

- (a) by mutual written consent of each of Customer Management and APAC;
- (b) by either Customer Management or APAC, if (i) the Effective Time shall not have occurred on or before December 31, 2012 (the "*Termination Date*") and (ii) the Party seeking to terminate this Agreement pursuant to this Section 5.1(b) shall not have breached in any respect its obligations under this Agreement in any manner that shall have been the primary cause of the failure to consummate the APAC Merger on or before such date;
- (c) by either Customer Management or APAC, if any Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such Order or other action shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this Section 5.1(c) shall have used its reasonable best efforts to remove such Order or other action;
- (d) by Customer Management, if APAC shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.2(a) or Section 4.2(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by APAC within 5 days of receipt by APAC of written notice of such breach or failure; provided, that Customer Management is not then in breach of the Agreement such that any of the conditions set forth in Section 4.3(a) or Section 4.3(b) would not be satisfied; or
- (e) by APAC, if Customer Management shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.3(a) or Section 4.3(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by Customer Management within 5 days of receipt by Customer Management of written notice of such breach or failure; provided, that APAC is not then in breach of the Agreement such that any of the conditions set forth in Section 4.2(a) or Section 4.2(b) would not be satisfied.
- (f) Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party hereto; provided that, except as otherwise provided in this Agreement, if such termination shall result from the breach by either party of this Agreement, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other party as a result of such breach. The provisions of this Section 5.2, Section 6.4 and Section 6.6 shall also survive any termination hereof pursuant to Section 5.1.

ARTICLE VI. MISCELLANEOUS

6.1 Defined Terms. As used in this Agreement, the terms below shall have the meanings specified below:

(a) **"Affiliate"** means, with respect to any individual or entity, any other individual or entity directly or indirectly controlling, controlled by or under common control with such individual or entity.

(b) **"Governmental Authority"** means any United States (federal, state, local or municipal) or foreign government or political subdivision, or any governmental or quasi-governmental, regulatory, judicial or administrative authority, agency, commission or body or self-regulatory organization.

(c) **"Law"** means any and all laws, statutes, rules, regulations, principles of common law, requirements, resolutions, standard, guidance, policy, orders, awards, judgments or decrees promulgated by any Governmental Authority.

(d) **"Order"** shall mean any award decree, order, judgment, preliminary or permanent injunction, settlement, regulatory restriction, temporary restraining order or other order in any suit or proceeding by or with any Governmental Authority.

6.2 **Notices.** All notices provided for or permitted hereunder shall be made in writing by hand-delivery, registered or certified first-class mail, facsimile or air courier guaranteeing overnight delivery to the other party at the following addresses (or at such other address as shall be given in writing by any party to the others in accordance herewith):

If to Customer Management, to:

APAC Customer Management, Inc.
c/o Expert Global Solutions, Inc.
507 Prudential Road
Horsham, Pennsylvania 19044
Attention: President
Facsimile: (215) 441-2185

If to APAC, to:

APAC Customer Services, Inc.
c/o Expert Global Solutions, Inc.
507 Prudential Road
Horsham, Pennsylvania 19044
Attention: President
Facsimile: (215) 441-2185

All such notices shall be deemed to have been duly given: when delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when transmission confirmation is received, if faxed; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

6.3 **Counterparts: Effectiveness.** This Agreement may be executed in two or more counterparts (including by facsimile or portable document format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall

become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

6.4 Expenses. All expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

6.5 Availability of Merger Agreement. An original or attested copy of this Agreement will be kept on file at the principal executive office of the Surviving Corporation.

6.6 Governing Law; Jurisdiction. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of the State of Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR) THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. ANY ACTIONS OR PROCEEDINGS TO ENFORCE A JUDGMENT ISSUED BY ONE OF THE FOREGOING COURTS MAY BE ENFORCED IN ANY JURISDICTION.

6.7 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

6.9 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

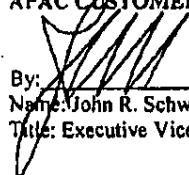
6.10 Amendments; Waivers. At any time prior to the filing of the Articles of Merger, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or, in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

6.11 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

[SIGNATURE PAGES FOLLOW]

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

APAC CUSTOMER SERVICES, INC.

By: 
Name: John R. Schwab
Title: Executive Vice President

APAC CUSTOMER MANAGEMENT, INC.

By: _____
Name: Joshua Gindin
Title: Secretary

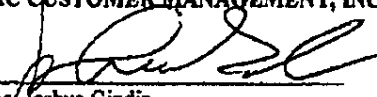
[Signature Page to APAC Merger Agreement]

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

APAC CUSTOMER SERVICES, INC.

By: _____
Name: John R. Schwab
Title: Executive Vice President

APAC CUSTOMER MANAGEMENT, INC.

By: 
Name: Joshua Gindin
Title: Secretary

[Signature Page to APAC Merger Agreement]

APR 02 2004

Memorandum Number 2004026-1154
Filing Number 773135

Filed with the Department of State
Paul A. Sauter
Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION
DSCB/15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: RMH TeleServices, Inc.

2. (Check and complete one of the following):

The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 15 Campus Boulevard Newtown Square, Pennsylvania 19073 Delaware
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street City State Zip

The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation Address of Registered Office or Name of Commercial Registered Office Provider County
COG Acquisition Corporation 507 Prudential Road, Horsham, Pennsylvania 19044 Montgomery

2004 APR -2 AM 10:01

Microfilm Number

2004113-1008

Filed with the Department of State on DEC 30 2004

Entity Number

773135

Robert C. Smith
Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION
DSCB:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: RMH Teleservices, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 507 Prudential Road Horsham Pennsylvania 19044 Montgomery
Number and Street City State Zip County

(b) c/o: _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: Business Corporation Law of 1988, as amended

4. The date of its incorporation is: June 6, 1983

5. (Check, and if appropriate complete, one of the following):

_____ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: January 1, 2005 at 12:01am (EST)
Date Hour

6. (Check one of the following):

_____ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):

The amendment adopted by the corporation, set forth in full, is as follows: _____

_____ Article First of the Articles of Incorporation shall be amended in its entirety to read as follows:

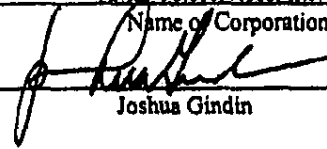
_____ "1. The name of the corporation is: NCO Customer Management, Inc."

_____ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8 (Check if the amendment restates the Articles):

 The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 21st day of December, 2004.

RMH Teleservices, Inc.
Name of Corporation
BY: 
Joshua Gindin
TITLE: Secretary