

J20840



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 550216 4300123

AUTHORIZATION : Patricia Pizub

COST LIMIT : \$ 105.00
70.00

FILED
02 JAN -2 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 27, 2001

ORDER TIME : 4:13 PM

ORDER NO. : 550216-025

CUSTOMER NO: 4300123

900004748009--1

CUSTOMER: Jim Reimold, Legal Asst
Paul Hastings Janofsky &
399 Park Avenue
New York, NY 10022-4697

ARTICLES OF MERGER

S.A.C. TELEMARKETING, INC.

INTO

TELEPERFORMANCE GROUP, INC.

RECEIVED
02 JAN -2 PM 4:48
CLERK OF COURT
OFFICE OF CLERK OF COURT
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: CINDY HARRIS LIST

C. Coulliette

JAN 03 2002

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

S.A.C. TELEMARKETING, INC., a Florida corporation, J20840
MARKET U.S.A., INC., an Illinois corporation, F95000003261

INTO

TELEPERFORMANCE GROUP, INC., a Delaware entity not qualified in Florida.

File date: January 2, 2002

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

January 3, 2002

550216

CSC
ATTN: CINDY
TALLAHASSEE, FL

RESUBMIT

Please give original
submission date as file date.

SUBJECT: S.A.C. TELEMARKETING, INC.
Ref. Number: J20840

We have received your document for S.A.C. TELEMARKETING, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

You need to correct the effective date of this document. In one area it is showing the 1st of January and the other place it is the 2nd of January. It can only be the 2nd of January since we didn't receive it until the 2nd. The statute you are quoting in the beginning paragraph, 607.1109 is for a cross entity merger. Please make corrections and return for filing.

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) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 702A00000219

1/3/2002,

documents corrected, please file.

Thank you

RECEIVED
02 JAN -3 AM 10:26
DIVISION OF CORPORATION

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s)
608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. S.A.C. Telemarketing, Inc. 444 Seabreeze Blvd. Suite 700 Daytona Beach, FL 32118	Florida	Corporation

Florida Document/Registration Number: J20840 FEI Number 59-2893026

2. Market U.S.A., Inc. 2200 East Devon Ave. Suite 200 Des Plaines, IL 60018	Illinois	Corporation
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Florida Document/Registration Number: n/a FEI Number n/a

FILED
02 JAN -2 PM 4: 50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Teleperformance Group, Inc. c/o The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19805	Delaware	Corporation

Florida Document/Registration Number: n/a FEI Number n/a

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.01, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608 and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited

partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:


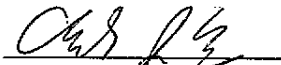
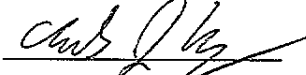
January 2, 2002

(Enter specific date. NOTE: Date cannot be prior to date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: Signature(s) for each party:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Printed Name of Individual</u>
S.A.C. Telemarketing, Inc.		Dominic Dato, President
Market U.S.A., Inc.		Chuck Klotz, Secretary
Teleperformance Group, Inc.		Chuck Klotz, Chief Financial Officer

partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

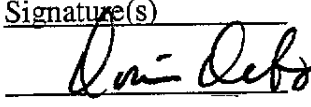
January 2, 2002

(Enter specific date. NOTE: Date cannot be prior to date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: Signature(s) for each party:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Printed Name of Individual</u>
S.A.C. Telemarketing, Inc.		Dominic Dato, President
Market U.S.A., Inc.	_____	Chuck Klotz, Secretary
Teleperformance Group, Inc.	_____	Chuck Klotz, Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 31, 2001, is entered into by and among Market U.S.A., Inc., an Illinois corporation ("MUSA"), S.A.C. Telemarketing, Inc., a Florida corporation ("SAC"), and Teleperformance Group, Inc., a Delaware corporation ("TGI").

WHEREAS, the respective Boards of Directors and Stockholders of MUSA, SAC and TGI have approved the merger of MUSA and SAC with and into TGI (the "Merger"), intended to qualify as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions set forth herein, as a result of which MUSA and SAC will merge with and into TGI and the shareholders of MUSA and SAC will be entitled to receive the consideration provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, covenants and agreements hereinafter contained, MUSA, SAC and TGI agree as follows:

The Merger

Section 1. Surviving Entity. In accordance with the provisions of this Agreement and applicable Illinois, Florida and Delaware law, at the Effective Date (as defined in Section 6), MUSA and SAC shall be merged with and into TGI, and TGI shall be the surviving entity in the Merger (hereinafter sometimes called the "Surviving Entity"). At the Effective Date, the separate existence of MUSA and SAC shall cease.

Section 2. Certificate of Incorporation. As of the Effective Date, the Certificate of Incorporation of TGI (the "Certificate of Incorporation") immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Entity, until thereafter amended as provided by law or in such Certificate of Incorporation.

Section 3. By-laws. The By-laws of TGI as in effect at the Effective Date shall be the By-laws of the Surviving Entity, until thereafter amended or repealed as provided by law.

Section 4. Directors. The directors of TGI at the Effective Date shall, from and after the Effective Date, be the directors of the Surviving Entity and shall hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and By-laws of the Surviving Entity, or as otherwise provided by law.

Section 5. Officers. The officers of TGI at the Effective Date shall, from and after the Effective Date, be the officers of the Surviving Entity and shall hold office from the Effective Date, until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and By-laws of the Surviving Entity, or as otherwise provided by law.

Section 6. Effective Date. The Merger shall become effective on January 2, 2002. The date when the Merger becomes effective is herein referred to as the "Effective Date".

Section 7. Additional Actions. If, at any time after the Effective Date, the Surviving Entity determines that any documents, instruments, certificates, deeds, bills of sale, assignments, assurances or any other acts or things are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, properties or assets of MUSA or SAC acquired or to be acquired by reason of, or as a result of, the Merger, or (b) to otherwise carry out the purposes of this Agreement, the Surviving Entity and its proper officers and directors shall be authorized to execute and deliver, in the name and on behalf of MUSA or SAC, all such documents, instruments, certificates, deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of MUSA or SAC, all such other acts and things necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to or under such rights, properties or assets in the Surviving Entity or otherwise to carry out the purposes of this Agreement.


Section 8. Conversion of Company Common Stock.

Each share of MUSA's common stock, no par value per share (the "MUSA Common Stock") actually issued and outstanding at the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into .0175 validly issued, fully paid and non-assessable shares of the common stock, par value \$0.001 per share, of TGI (the "TGI Common Stock"). Each share of SAC's common stock, par value of \$.50 per share (the "SAC Common Stock") actually issued and outstanding at the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into .00850341 validly issued, fully paid and non-assessable shares of the TGI Common Stock. Certificates representing shares of MUSA Common Stock and SAC Common Stock before the Merger will represent TGI Common Stock after the Merger and it will not be necessary for stockholders of MUSA or SAC to surrender or exchange their existing stock certificates for new stock certificates.

(a) Each share of MUSA Common Stock and SAC Common Stock held by MUSA or SAC at the Effective Date shall, by virtue of the Merger, be canceled without payment of any consideration therefor and without any conversion thereof.

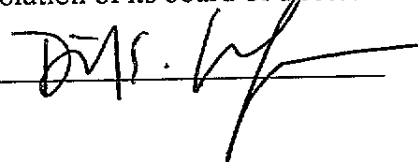
IN WITNESS WHEREOF, each of MUSA, SAC and TGI has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the day and year first above written.

MARKET U.S.A., INC.

By: 
Name: Chuck Klotz
Title: Secretary

STATE OF NY)
)ss
COUNTY OF NY)

On this the 31st day of December, 2001, before me, the undersigned Notary Public in and for said County and State personally appeared and Chuck Klotz proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the written instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the written instrument pursuant to a resolution of its board of directors.



DAVID E. ALPINE
Notary Public, State of New York
No. 31-4968413
Qualified in New York County
Commission Expires June 25, ~~2001~~ 2002

S.A.C. TELEMARKETING, INC.

By: _____
Name: Dominic Dato
Title: President

STATE OF _____)
)ss
COUNTY OF _____)

On this the _____ day of December, 2001, before me, the undersigned Notary Public in and for said County and State personally appeared and Dominic Dato proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the written instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the written instrument pursuant to a resolution of its board of directors.

IN WITNESS WHEREOF, each of MUSA, SAC and TGI has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the day and year first above written.

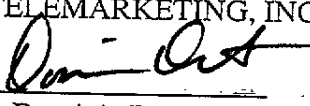
MARKET U.S.A., INC.

By: _____
Name: Chuck Klotz
Title: Secretary

STATE OF _____)
)ss
COUNTY OF _____)

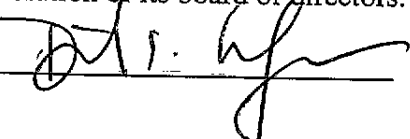
On this the ____ day of December, 2001, before me, the undersigned Notary Public in and for said County and State personally appeared and Chuck Klotz proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the written instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the written instrument pursuant to a resolution of its board of directors.

S.A.C. TELEMARKETING, INC.

By: 
Name: Dominic Dato
Title: President

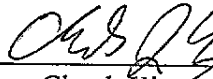
STATE OF NY)
)ss
COUNTY OF NY)

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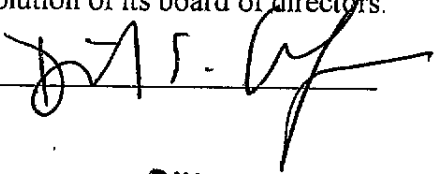
DAVID E. ALPINE
Notary Public, State of New York
No. 31-4968413
Qualified in New York County
Commission Expires June 25, 2002

TELEPERFORMANCE GROUP, INC.

By: 
Name: Chuck Klotz
Title: CFO

STATE OF NY)
COUNTY OF NY)ss

On this the 31st day of December, 2001, before me, the undersigned Notary Public in and for said County and State personally appeared and Chuck Klotz proved to me on the basis of satisfactory evidence to be the Secretary of the corporation that executed the written instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the written instrument pursuant to a resolution of its board of directors.



DAVID E. ALPINE
Notary Public, State of New York
No. 31-4968413
Qualified in New York County
Commission Expires June 25, ~~2001~~ 2002