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B. KOHR

AUG - 6 2010

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 470924 7133611

AUTHORIZATION :

COST LIMIT : \$ 904.00

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ORDER DATE : August 6, 2010

ORDER TIME : 08:30 AM

ORDER NO. : 470924-010

CUSTOMER NO: 7133611

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ARTICLES OF MERGER

ICT INTERNATIONAL, INC.

INTO

SYKES ACQUISITION, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
ICT INTERNATIONAL, INC.
(a Delaware corporation)
WITH AND INTO
SYKES ACQUISITION, LLC
(a Florida limited liability company)

* * * * *

Pursuant to Section 264 of the Delaware General Corporation Law and Section 608.438 of the Florida Limited Liability Company Act, the undersigned limited liability company, Sykes Acquisition, LLC, a Florida limited liability company, does hereby certify that:

1. Constituent Entities. The name and state of incorporation or formation, as the case may be, of each of the constituent entities is set forth as follows:

<u>Name</u>	<u>State of Incorporation/Formation</u>
ICT International, Inc.	Delaware
Sykes Acquisition, LLC	Florida

2. Approval of Agreement and Plan of Merger. An agreement and plan of merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the provisions of Section 264 of the Delaware General Corporation Law and 608.438 of the Florida Limited Liability Company Act.

3. Name of Surviving Entity. The entity surviving the merger is Sykes Acquisition, LLC, a Florida limited liability company (the "Surviving Entity").

4. Certificate of Formation of Surviving Entity. The Certificate of Formation of the Surviving Entity, as in effect on the date of the merger provided for in this Certificate, shall continue in full force and effect as the Certificate of Formation of the entity surviving the merger.

5. Document on File. The executed agreement and plan of merger is on file at the principal office of the Surviving Entity, which is located at 400 N. Ashley Drive, Suite 2800, Tampa, Florida, 33602.

6. Copy To Be Furnished. A copy of the agreement and plan of merger will be furnished by the Surviving Entity, on request and without cost, to any stockholder or member of any constituent entity.

7. Service of Process. The Surviving Entity agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the

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Surviving Entity arising from this merger and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such proceeding. The Secretary of State shall mail any such process to the Surviving Entity at 400 N. Ashley Drive, Suite 2800, Tampa, Florida, 33602.

8. Effective Date. This Certificate of Merger shall be effective as of August 6, 2010.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 6th day of August, 2010, by a duly authorized officer of the Surviving Entity.

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CERTIFICATE OF MERGER
OF
ICT INTERNATIONAL, INC.
(a Delaware corporation)
WITH AND INTO
SYKES ACQUISITION, LLC
(a Florida limited liability company)

* * * * *

[SIGNATURE PAGE]

SYKES ACQUISITION, LLC

By: 

Name: James T. Holder

Title: President and Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of August 6, 2010 (the "Agreement") by and between ICT International, Inc., a Delaware corporation ("ICT"), and Sykes Acquisition, LLC, a Florida limited liability company (the "Company").

WITNESSETH:

WHEREAS, the board of directors and sole stockholder of ICT and the board of managers and sole member of the Company have (a) approved the merger whereby ICT will merge with and into the Company and the Company will continue as the surviving entity (the "Merger") and (b) directed the officers of the Company and ICT to execute this Agreement and consummate the Merger; and

WHEREAS, the parties intend that the Merger be treated as a tax free reorganization pursuant to Section 368(a) of the Internal Revenue Code.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Effect of the Merger; Manner and Basis of Converting and Canceling Shares

Section 1.1 At the Effective Time (as hereinafter defined), ICT shall be merged with and into the Company, the separate corporate existence of ICT (except as may be continued by operation of law) shall cease, and the Company shall continue as the surviving entity, all with the effects provided by applicable law. The Company in its capacity as the surviving entity of the Merger is hereinafter sometimes referred to as the "Surviving Entity."

Section 1.2 At the Effective Time, each share of stock of ICT issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by ICT, the Company or any other person, be canceled and no cash or securities or other property shall be payable in respect thereof.

Section 1.3 Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of ICT shall be transferred to, vested in and devolve upon the Company without further act or deed and all property, rights, and every other interest of the Company and ICT shall be as effectively the property of the Company as they were of the Company and ICT, respectively. ICT hereby agrees from time to time, as and when requested by the Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Company may deem necessary or desirable in order to vest in and confirm to the Company title to and possession of any property of ICT acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof and the proper officers and managers of the Company are fully authorized in the name of ICT or otherwise to take any and all such action.

Section 1.4 The name of the Surviving Entity shall be "Sykes Acquisition, LLC."

ARTICLE 2

Effective Time

Section 2.1 On the date hereof, the Company shall cause (a) the Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Delaware, all as provided in and in accordance with applicable Delaware law and (b) the Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Florida, all as provided in and in accordance with applicable Florida law.

Section 2.2 The Merger shall become effective at 12:01 a.m. EST on August 6, 2010 (the "Effective Time").

ARTICLE 3

Certificate of Formation and LLC Agreement; Managers and Officers

Section 3.1 The Certificate of Formation of the Company as in effect at the Effective Time shall govern the Surviving Entity, until it shall be amended as provided by law.

Section 3.2 The Limited Liability Company Agreement of the Company as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the sole member of the Company, shall govern the Surviving Entity.

Section 3.3 The managers and the officers of the Company holding office immediately prior to the Effective Time shall be the managers and the officers (holding the same positions as they held with the Company immediately prior to the Effective Time) of the Surviving Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Limited Liability Company Agreement of the Surviving Entity.

ARTICLE 4

Miscellaneous

Section 4.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

Section 4.2 The internal law, not the law of conflicts, of the State of Florida will govern all questions concerning the construction, validity and interpretation of this Agreement.

Section 4.3 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

ICT INTERNATIONAL, INC.

By: 

Name: James T. Holder

Title: President and Secretary

SYKES ACQUISITION, LLC

By: 

Name: James T. Holder

Title: President and Secretary