

M110000005170

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (614) 280-3338
Fax Number : (954) 208-0845

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2016 DEC 30 AM 10:04

**MERGER OR SHARE EXCHANGE
FIDELITY INFORMATION SERVICES, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	25
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EFFECTIVE DATE
12-31-16

RECEIVED
2016 DEC 30 AM 1:55

Electronic Filing Menu

Corporate Filing Menu

Help

JAN 03 2017
C LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Transaction Services, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Charles R. Curley, Jr.

Contact Person

C/O Fidelity National Information Services, Inc.

Firm/Company

601 Riverside Avenue, T-12

Address

Jacksonville, FL 32204

City, State and Zip Code

charles.curley@fisglobal.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Charles R. Curley, Jr.

Name of Contact Person

at (904)

438-6067

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

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DIVISION OF CORPORATION-

2016 DEC 30 AM 10:04

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

EFFECTIVE DATE

12-31-16

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>P94000018720</u> Transaction Services, Inc.	<u>Florida</u>	<u>Corporation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>M11000005170</u> Fidelity Information Services, LLC	<u>Arkansas</u>	<u>Limited Liability Company</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2016

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o The Corporation Company

124 West Capitol Avenue, Suite 1900

Little Rock, AR 72201

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

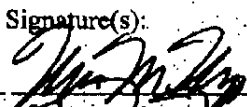
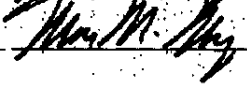
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Transaction Services, Inc.		Marc M. Mayo, Executive Vice President, Chief Legal Officer and Corporate Secretary
Fidelity Information Services, LLC		Marc M. Mayo, Executive Vice President, Chief Legal Officer and Corporate Secretary

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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DIVISION OF CORPORATIONS

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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Transaction Services, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Fidelity Information Services, LLC	Arkansas	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

Please see attached Agreement of Merger.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Agreement of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Agreement of Merger.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Fidelity Information Services, LLC, an Arkansas limited liability company

601 Riverside Avenue, Jacksonville, FL 32204

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see attached Agreement of Merger.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

Please see attached Agreement of Merger.

(Attach additional sheet if necessary)

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DIVISION OF CORPORATIONS
STEP 52.4

2016 DEC 30 AM 10:04

MERGER AGREEMENT

This Merger Agreement, dated as of December 31, 2016 (this "Agreement"), is entered into by and between Transaction Services, Inc., a Florida corporation ("TS"), and Fidelity Information Services, LLC, an Arkansas limited liability company (the "Company").

RECITALS

WHEREAS, TS has 100 shares of common stock of which 100 shares at par value of \$0.01 are issued and outstanding (the "TS Common Stock").

WHEREAS, as of the Effective Time (as defined below), all of the TS Common Stock is owned by the Company.

WHEREAS, the parties desire to merge TS with and into the Company, pursuant to which the Company will continue as the surviving company and the separate existence of TS will cease, upon the terms and subject to the conditions set forth in this Agreement (the "Merger").

WHEREAS, the sole member of the Company and the board of directors and the sole stockholder of TS (a) have each (i) determined that the Merger is advisable and in the best interests of the Company and TS and (ii) approved and adopted this Agreement and (b) approve the Merger.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements set forth in this Agreement, TS and the Company hereby agree as follows:

I. THE MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "FBCA") and the Arkansas Small Business Entity Tax Pass Through Act (the "AR LLCA"), at the Effective Time (as defined below), TS will be merged with and into the Company, TS's separate existence will cease and the Company will be the surviving company in the Merger and shall succeed to and assume all the rights and obligations of TS. The Company, as the surviving company after the Merger, is herein sometimes referred to as the "Surviving Company."

1.2 **Filing and Effectiveness.** Immediately after signing this Agreement, the parties will cause (i) a Certificate of Merger (the "Certificate of Merger") in substantially the form of Exhibit A hereto, meeting the requirements of the FBCA, to be executed and filed with the Florida Department of State Division of Corporations and (ii) Articles of Merger (the "Articles of Merger") in substantially the form of Exhibit B hereto, meeting the requirements of the AR LLCA, to be executed and filed with the Secretary of State of the State of Arkansas. The Merger will become effective at the time when the Certificate of Merger has been duly filed with the Florida Department of State Division of Corporations and the Articles of Merger have been duly filed with the Secretary of State of the State of Arkansas (the "Effective Time").

1.3 Effects of the Merger.

(a) **General.** The Merger will have the effects specified in Section 4-32-1209 of the AR LLCA.

(b) **Managers and Officers.** Following the Effective Time, the managers of the Company immediately prior to the Effective Time shall be the managers of the Surviving Company, and the officers of the Company immediately prior to the Effective Time shall be

STEP 52.4

the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation, retirement, disqualification or removal in accordance with applicable law and the certificate of formation and operating agreement of the Company.

(c) Effect on Capital Stock. At and as of the Effective Time, without any action on the part of TS or the Company, as the case may be, or of any holder of any shares of capital stock of or other equity interest in TS or the Company, the shares of capital stock and other securities of TS and the Company will be treated as follows:

(i) Cancellation of TS Common Stock. Each share of TS Common Stock outstanding immediately prior to the Effective Time will be canceled without payment of any consideration therefor and shall cease to exist.

(ii) Surrender of TS Common Stock. At or before the Effective Time, the Company shall surrender any and all outstanding certificates representing shares of TS Common Stock to the Surviving Company.

1.4 Taking of Necessary Action; Further Action. Prior to the Effective Time, the Company and TS shall take all such action as shall be necessary or appropriate to effectuate the Merger. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers, and franchises of the Company and TS, the officers and managers of the Surviving Company are fully authorized, in the name of and on behalf of the Company and TS, to take, and the Company will cause them to take, all such lawful and necessary action:

II. GENERAL

2.1 Termination. TS and the Company, by written agreement, may terminate this Agreement as to all parties and the Merger may be abandoned for any reason whatsoever, at any time prior to the Effective Time.

2.2 No Third Party Beneficiaries. There are no third party beneficiaries having rights under or with respect to this Agreement.

2.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to any choice of law principles.

2.4 Amendments. This Agreement may not be amended or modified except by a writing signed by all of the parties.

2.5 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement and understanding of the parties in respect of its subject matter and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

2.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

[signature page follows]

2016-12-30 11:32:10 CST

19542080845 From: Ranae McGraw

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

2016 DEC 30 AM 10:04

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative as of the date stated in the introductory paragraph of this Agreement.

TRANSACTION SERVICES, INC.

By: 

Name: Marc M. Mayo

Title: Executive Vice President,

Chief Legal Officer and Corporate Secretary

**FIDELITY INFORMATION SERVICES,
LLC**

By: 

Name: Marc M. Mayo

Title: Executive Vice President,

Chief Legal Officer and Corporate Secretary

EXHIBIT A
CERTIFICATE OF MERGER

STEP 52.6

ARTICLES OF MERGER

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, Florida 33204

December 31, 2016

Arkansas Secretary of State
1401 W. Capitol, Suite 250
Little Rock, Arkansas 72201

Dear Sir or Madam:

Attached hereto as Exhibit A please find an Agreement of Merger, dated as of December 31, 2016, by and between Transaction Services, Inc., a Florida corporation ("TS") and Fidelity Information Services, LLC, an Arkansas limited liability company ("FIS") (the "Merger Agreement"). The purpose of this letter is to accompany the filing of the Merger Agreement, in accordance with the Arkansas Small Business Entity Tax Pass Through Act.

The Merger Agreement sets forth the terms of the merger of TS with and into FIS, with FIS as the surviving company. The directors and sole shareholder of TS have each approved of the merger and the Merger Agreement. Additionally, the sole member of FIS has approved of the merger and the Merger Agreement. The Merger Agreement is effective as of December 31, 2016, and does not provide for any changes to the organizational documents of FIS as the surviving company.

The undersigned certifies that the merger was approved as required by the surviving organization's governing statute and includes the information required by A.C.A. § 4-32-1208. The undersigned understands that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

Best regards,

FIDELITY INFORMATION SERVICES, LLC

By: 

Name: Mark M. Mayo, Executive Vice President, Chief Legal Officer and Corporate Secretary

[enclosures]