

P93000083781

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

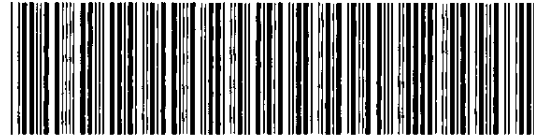
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600162142196

10/30/09--01019--002 **78.75

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED
09 OCT 30 AM 10: 14

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 NOV -1, PM 12:41

Merger
C.COULLETTE

NOV 04 2009

EXAMINER

Charter Number Only

10/29/09

Richman Greer PA

Requester's Name

Miami center, suite 1000

Address

Miami FL 33131

City

State

ZIP

Phone

(305) 373-4000

VALIDATION ONLY

CORPORATION(S) NAME

TRUSCOM INTERNATIONAL, INC.

into

PRIMUS TELECOMMUNICATIONS HOLDING, INC

Profit

NonProfit

Amendment

Merger

Foreign

Dissolution

Mark

Limited Partnership

Annual Report

Other

Reinstatement

Reservation

Change of Registered Agent

Certified Copy

Photo Copies

Certificate Under Seal

Call When Ready

Call If Problem

After 4:30

Walk In

Will Wait

Pick Up

Mail Out

Name
Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier



Empire Toll Free: 1-800-432-3028



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 30, 2009

EMPIRE

MIAMI, FL

SUBJECT: TRESKOM INTERNATIONAL, INC.
Ref. Number: P93000083781

RECEIVED
09 NOV -4 AM 9:58
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for TRESKOM INTERNATIONAL, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

You do not have a statement about the approval of shareholders or the fact that shareholder approval is not needed. The area in number 4 of the first page of the Article of Merger is where this needs to go. It does not matter about the laws of Delaware, we have to have the requirements met for the state of Florida.

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
Regulatory Specialist II

Letter Number: 009A00034426

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 NOV -1 PM 12:41

ARTICLES OF MERGER OF
TRESCOM INTERNATIONAL, INC.,
a Florida Corporation

into


PRIMUS TELECOMMUNICATIONS HOLDING, INC.,
a Delaware Corporation

Pursuant to §§ 607.1107, 607.1108 and 607.1109 of the Florida Business Corporation Act (the "Act"), **PRIMUS TELECOMMUNICATIONS HOLDING, INC.,** a Delaware Corporation ("Primus") and **TRESCOM INTERNATIONAL, INC.,** a Florida Corporation ("TresCom") adopt the following Articles of Merger:

1. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein.
2. Under the Plan of Merger, all issued and outstanding shares of TresCom's stock will be acquired by means of a merger of TresCom into Primus, with Primus as the surviving company.
3. The Plan of Merger was approved by the Board of Directors of TresCom. Shareholder approval of the Plan of Merger is not required by the shareholders of TresCom pursuant to § 607.1104(1)(a) of the Act.
4. The Plan of Merger was approved by Primus pursuant to the laws of the State of Delaware. The Plan of Merger was approved by the Directors of Primus; shareholder approval is not needed under Delaware Law.
5. The effective date of the merger is Oct. 30, 2009

IN WITNESS WHEREOF, the parties have set their hands on Oct. 30, 2009.


ATTEST:


Janet Bally
(Corporate seal)

TRESCOM INTERNATIONAL, INC.,
a Florida Corporation

By: *Thomas R. Kloster*
Thomas R. Kloster

ATTEST:


Janet Bally
(Corporate seal)

PRIMUS TELECOMMUNICATIONS HOLDING, INC.,
a Delaware Corporation

By: *Thomas R. Kloster*
Thomas R. Kloster

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of Oct. 30, 2009, is entered into between TresCom International, Inc., a Florida corporation ("TresCom"), and Primus Telecommunications Holding, Inc., a Delaware corporation ("PTHI"). TresCom and PTHI are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, TresCom is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, PTHI is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, on the date of this Agreement, TresCom has authority to issue one hundred (100) shares of common stock, \$0.01 par value (the "TresCom Common Stock"), of which one hundred (100) shares are issued and outstanding;

WHEREAS, PTHI has authority to issue one hundred (100) shares of common stock, no par value (the "PTHI Common Stock"), of which one hundred (100) shares are issued and outstanding;

WHEREAS, the respective Board of Directors of TresCom and PTHI have determined that it is advisable and in the best interests of each of such corporations that TresCom merge with and into PTHI upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the sole stockholder of TresCom has approved this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, TresCom and PTHI hereby agree as follows:



1. Merger. TresCom shall be merged with and into PTHI (the “Merger”) such that PTHI shall be the surviving corporation (hereinafter sometimes referred to as the “Surviving Corporation”). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the States of Florida and Delaware and the Merger shall become effective at the time provided by applicable law (the “Effective Time”).

2. Governing Documents. The Certificate of Incorporation and By-laws of PTHI, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and By-laws of the Surviving Corporation without change or amendment.

3. Officers and Directors. The persons who are officers and directors of PTHI immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Succession. At the Effective Time, the separate corporate existence of TresCom shall cease. At the Effective Time (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the

Merger, but all rights of creditors and all liens upon any property of TresCom shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of TresCom, its stockholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to TresCom. The employees and agents of TresCom shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of TresCom.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of TresCom such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TresCom, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of TresCom or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof: (i) each share of TresCom Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist and no cash, stock or other consideration shall be delivered in exchange therefor; and (ii) each share of PTHI Common Stock issued and outstanding immediately prior to the Effective Time shall be an identical outstanding share of the Surviving Corporation.

7. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

8. Termination. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, if the Board of Directors of either TresCom or PTHI determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of the Constituent Corporations and their stockholders.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the States of Delaware and Florida, as applicable.

IN WITNESS WHEREOF, TresCom International, Inc., a Florida corporation, and Primus Telecommunications Holding, Inc., a Delaware corporation, have caused this Agreement to be

executed and delivered as of the date first written above.

PRIMUS TELECOMMUNICATIONS HOLDING,
INC.

By Thomas R. Kloster
Name: Thomas R. Kloster
Title: CFO and Assistant Secretary

ATTEST:

By James Keeley
Name: JAMES KEELEY
Title: VICE PRESIDENT &
CHIEF ACCOUNTING OFFICER

TRESCOM INTERNATIONAL, INC.

By Thomas R. Kloster
Name: Thomas R. Kloster
Title: CFO and Assistant Secretary

ATTEST:

By James Keeley
Name: JAMES KEELEY
Title: VICE PRESIDENT &
CHIEF ACCOUNTING OFFICER