

Division of Corporations

Page 1 of 2

PH: DARRINE
P96000097910

Florida Department of State
Division of Corporations
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Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

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((H02000013436 9)))

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CELLIT, INC.

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DIVISION OF CORPORATIONS
2002 JAN 14 PM 5: 01

Certificate of Status	0
Certified Copy	1
Page Count	20
Estimated Charge	\$78.75

merger

02/16/02

DC

ARTICLES OF MERGER
Merger Sheet

MERGING:

AP ACQUISITION CORP., a Delaware corporation not qualified in Florida

INTO

CELLIT, INC., a Florida entity, P96000097910

File date: January 14, 2002

Corporate Specialist: Darlene Connell



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 15, 2002

CELLIT, INC.
8300 NW 33RD STREET
STE 200
MIAMI, FL 33122

SUBJECT: CELLIT, INC.
REF: P96000097910

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name and title of the person signing the document must be noted beneath or opposite the signature.

The word "initial" or "first" should be removed from the article regarding directors, officers, and/or registered agent, unless these are the individuals originally designated at the time of incorporation.

Please list the officers and directors as mentioned in SECTION 1.5 of the Plan of Merger.

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) 245-6906.

Darlene Connell
Corporate Specialist

FAX Aud. #: H02000013436
Letter Number: 202A00002110

FAX AUDIT NO. H02000013436

ARTICLES OF MERGER
of
AP ACQUISITION CORP.
(a Delaware corporation)
and
CELLIT, INC.
(a Florida corporation)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 JAN 14 PM 5:01

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), AP Acquisition Corp., a Delaware corporation, and CellIt, Inc., a Florida corporation, hereby execute and adopt the following Articles of Merger as of January 14, 2002 and certify as follows:

1. The names of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are AP Acquisition Corp. and CellIt, Inc. CellIt, Inc. is the surviving corporation in the Merger (the "Surviving Corporation").
2. A copy of the Plan of Merger is attached hereto as Exhibit A and is incorporated herein by reference as if fully set forth herein.
3. The Plan of Merger was approved and adopted by the shareholders of CellIt, Inc. upon the recommendation of its Board of Directors, on January ~~3~~ 9, 2002. The Plan of Merger was approved and adopted by the stockholder of AP Acquisition Corp., upon the recommendation of its Board of Directors, on January 9, 2002.
4. The Merger shall become effective upon the filing of both these Articles of Merger, including the Plan of Merger, with the Department of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware.

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FAX AUDIT NO. H02000013436

FAX AUDIT NO. H02000013436

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed this 14th day of January, 2002.

AP ACQUISITION CORP.
a Delaware corporation

By: Michael J. ...
Name: Michael J. ...
Title: VP Finance & CFO

CELLIT, INC.
a Florida corporation

By: _____
Name: _____
Title: _____

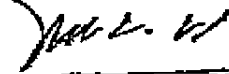
FAX AUDIT NO. H02000013436

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be
duly executed this 14th day of January, 2002.

AP ACQUISITION CORP.
a Delaware corporation

By: _____
Name: _____
Title: _____

CELLIT, INC.
a Florida corporation

By: 
Name: Michael Wallace
Title: Secretary

FAX AUDIT NO. H02000013436

01/14/2002 17:48 FAX 305 358 5744

WHITE & CASE LLP

005

FAX AUDIT NO. H02000013436

Exhibit A

Plan of Merger

FAX AUDIT NO. H02000013436

01/14/2002 17:48 FAX 305 358 5744

WHITE & CASE LLP

006

FAX AUDIT NO. H02000013436

DAVOX CORPORATION,
AP ACQUISITION CORP.
AND
CELLIT, INC.

PLAN OF MERGER

Dated as of January 14, 2002

FAX AUDIT NO. H02000013436

FAX AUDIT NO. H02000013436

PLAN OF MERGER

PLAN OF MERGER dated as of January 14, 2002 (this "Agreement"), among Davox Corporation, a Delaware corporation ("Parent"), AP Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and Cellit, Inc., a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, Parent, Merger Sub and the Company have entered into an Agreement and Plan of Merger dated as of January 10, 2002 (the "Merger Agreement," capitalized terms used herein but not otherwise defined shall have the meanings as set forth in the Merger Agreement), which provides for the execution of this Agreement by Parent, Merger Sub and the Company, and

WHEREAS, the Board of Directors and shareholders of Merger Sub and the Company have approved this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby, upon the terms and subject to the conditions set forth herein and therein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and in the Merger Agreement, and intending to be legally bound hereby, Parent, Merger Sub and the Company hereby agree as follows:

ARTICLE I
THE MERGERSECTION 1.1 The Merger

(a) Surviving Corporation. At the Effective Time (as defined in Section 1.2 hereof), and subject to and upon the terms and conditions of this Agreement, the Merger Agreement, the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA"), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation (the "Merger"). The Company as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

(b) Stockholder Representative. All of the stockholders of the Company, by virtue of their approval of the Agreement and the Merger Agreement, will be deemed to have irrevocably constituted and appointed, effective as of the Effective Time, Shamez Kanji (together with his permitted successors, the "Stockholder Representative"), as their true and lawful agent and attorney-in-fact to enter into any agreement in connection with the transactions contemplated by this Agreement and the Merger Agreement and the transactions contemplated hereby and thereby.

SECTION 1.2 Effective Time. The Merger shall become effective upon the later of the acceptance of filing of this Agreement and the Articles of Merger with the Department of State of

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FAX AUDIT NO. H02000013436

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the State of Florida and the acceptance of filing of the Certificate of Merger (together with this Agreement and Articles of Merger, the "Merger Filings") with the Secretary of State of the State of Delaware (the "Effective Time"). It is the intention of the parties hereto to file the Merger Filings on the same day.

SECTION 1.3 Effect of the Merger At the Effective Time, the effect of the Merger shall be as provided in the Merger Filings, the Merger Agreement and applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.4 Certificate of Incorporation, By-laws

(a) Unless otherwise determined by Parent prior to the Effective Time, at the Effective Time, the Articles of Incorporation of the Company, as so amended and/or restated and as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

(b) Unless otherwise determined by Parent prior to the Effective Time, the By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be amended and restated to read in their entirety as did the By-laws of Merger Sub immediately prior to the Effective Time, except that the name of the Surviving Corporation shall be "Cellit, Inc."

SECTION 1.5 Directors and Officers James D. Foy and Michael J. Provenzano, III shall be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation, and the officers of the Surviving Corporation shall be James D. Foy as President and Chief Executive Officer, Michael J. Provenzano, III as Vice President and Paul R. Luochese as Secretary, in each case until their respective successors are duly elected or appointed and qualified.

SECTION 1.6 Merger Consideration

(a) At the Effective Time, each share of the Company's common stock, \$0.001 par value per share ("Common Stock"), Series A Preferred Stock, \$0.001 par value per share ("Series A Preferred Stock"), and Series B Preferred Stock, \$0.001 par value per share ("Series B Preferred Stock," the Series A Preferred Stock and Series B Preferred Stock are sometimes hereinafter collectively referred to as the "Preferred Stock"), issued and outstanding immediately prior to the effectiveness of the Merger (each such share of Common Stock, Series A Preferred Stock and Series B Preferred Stock is referred to herein individually as a "Share" and collectively as the "Shares"), other than Shares held in treasury or which constitute Dissenting Shares (as defined), shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled and extinguished and converted into the right to receive the Merger Consideration specified in Section 1.6(d) hereof.

(b) At the Effective Time, each Share held in treasury immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled and retired and all rights in respect thereof shall cease to exist.

(c) Any Shares with respect to which dissenters' rights have been established in accordance with the FBCA (the "Dissenting Shares") shall not be converted into a right to receive the Merger Consideration (as defined) pursuant to this Section 1.6 but, at the Effective Time, shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares in accordance with the applicable provisions of the FBCA; provided, however, that if the status of any such shares as Dissenting Shares shall not be perfected, or if any such shares shall lose their status as Dissenting Shares, then, as of the later of the Effective Time or the time of the failure to perfect, or loss of, such status, such shares shall automatically be converted into and shall represent only the right to receive (upon the surrender of the certificate or certificates representing such shares) the Merger Consideration. The Company shall give Parent prompt notice of any notice of intent to demand, election to demand or demand received by it for appraisal rights, and Parent shall have the right to participate in all negotiations and proceedings with respect to such demand. The Company agrees that, except with the prior written consent of Parent or as required under applicable law, it will not voluntarily make any payment with respect to, or settle or offer to settle, any such notice of intent to demand, election to demand or demand for appraisal.

(d) Pursuant to the terms of the Company's Amended and Restated Articles of Incorporation, to be amended prior to the Effective Time (the "Articles of Incorporation"), the holders of Series A Preferred Stock and Series B Preferred Stock (the holders of Series A Preferred Stock and Series B Preferred Stock are sometimes hereinafter collectively referred to as the "Preferred Stockholders") are entitled to receive the Preferred Merger Consideration (as hereinafter defined) as payment of the liquidation preferences due to the Preferred Stockholders and the holders of Common Stock (sometimes hereinafter collectively referred to as the "Common Stockholders" and collectively with the Preferred Stockholders, the "Stockholders") are entitled to receive the Common Merger Consideration (as hereinafter defined). The Preferred Merger Consideration shall be paid to each Preferred Stockholder in accordance with the percentage appearing opposite such Preferred Stockholder's name on Schedule 1.6(d) to the Merger Agreement (such percentages are collectively referred to as the "Liquidation Percentages"). The Liquidation Percentages are based on the Company's Articles of Incorporation in effect immediately prior to the Effective Time, which sets forth the manner for determining the nature and amount of the proceeds payable to the Preferred Stockholders on a per share basis. The Common Merger Consideration shall be paid to the Common Stockholders based on the number of shares of Common Stock held by each such Common Stockholder on the Closing Date. Subject to the terms and conditions specified in this Agreement, each Share issued and outstanding at the Effective Time (excluding any Dissenting Shares) shall automatically be canceled and extinguished, and be converted into the right to receive the following:

- i) with respect to each share of Preferred Stock, a cash amount equal to the Aggregate Closing Date Preferred Cash Consideration multiplied by a Preferred Stockholder's Liquidation Percentage;

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- ii) with respect to each share of Preferred Stock, a number of shares of common stock of Parent, \$0.10 par value per share (the "Parent Stock"), equal to the Parent Stock for Preferred Stockholders multiplied by a Preferred Stockholder's Liquidation Percentage; and
- iii) with respect to each share of Common Stock, a cash amount equal to the product of the number of shares of Common Stock owned by a Common Stockholder multiplied by the Common Merger Consideration.

The following terms shall have the following meanings:

"Aggregate Closing Date Cash Consideration" means \$10,150,000 plus the Surplus Amount, if any, minus the sum of (A) the Excess Liability Amount, if any, (B) the Stockholder Expenses (as defined in Section 7.3(a) of the Merger Agreement), (C) the Working Capital Deficiency and (D) the Escrow Funds.

"Aggregate Closing Date Common Cash Consideration" means the Common Merger Consideration minus (A) the Delayed Common Holder Payments and (B) the aggregate amount of the Common Escrow Amount.

"Aggregate Closing Date Preferred Cash Consideration" means the Aggregate Closing Date Cash Consideration minus (A) the Aggregate Closing Date Common Cash Consideration and (B) the Delayed Common Holder Payments.

"Common Merger Consideration" means \$0.095 per share of Common Stock.

"Common Escrow Amount" means an amount per share of Common Stock which shall be deposited into the Escrow Account and constitute a portion of the Escrow Funds, which such amount shall be equal to the same percentage of the Preferred Merger Consideration per share of Preferred Stock being deposited into the Escrow Account.

"Delayed Common Holder Payments" means the Common Merger Consideration payable to Jose Villena, Mario Villena, Alexander Tellez, Eyal Ben-Chanoch and Jeff Stout, collectively, as described in Section 1.7(b) and Schedule 1.7(b) to the Merger Agreement, minus the aggregate Common Escrow Amount attributable to the shares of Common Stock owned by such individuals.

"Escrow Funds" means \$1,730,000 in cash of the total Merger Consideration, such cash to be held by American Stock Transfer & Trust Company (the "Escrow Agent") and applied in accordance with the Escrow Agreement by and among Parent, Stockholder Representative and Escrow Agent.

"Excess Liability Amount" means the aggregate amount, if any, of Ocean Bank Debt in excess of the Liability Limit calculated as of the Calculation Date.

"Liability Limit" means \$2,000,000.

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"Net Working Capital" shall mean the amount determined as follows: the Company's accounts receivable net of allowances plus the Company's inventory (but not including any inventory with respect to Cabletron) net of inventory reserves minus the sum of (A) the Company's accounts payable and accrued expenses, (B) the Company's accrued compensation and taxes and (C) the Company's deferred revenue and customer deposits, each as determined on the Calculation Date in accordance with GAAP (as defined in the Merger Agreement), applied on a consistent basis with past practices.

"Ocean Bank Debt" means a dollar amount equal to the aggregate amount of indebtedness and all other liabilities of the Company to Ocean Bank calculated as of the second business day prior to the Closing Date (the "**Calculation Date**").

"Parent Stock for Preferred Stockholders" means a number of shares of Parent Stock equal to \$5,000,000 divided by the Parent Stock Price.

"Parent Stock Price" means the average, rounded to the nearest one-thousandth of a dollar (\$.001), of the daily closing bid and closing ask prices of Parent Stock as reported on the NASDAQ National Market for the thirty (30) consecutive full trading days during the period ending on and including the tenth trading day prior to the date of this Agreement. The parties acknowledge that such average stock price is equal to \$9.185.

"Preferred Merger Consideration" means the Merger Consideration (as hereinafter defined) minus the Common Merger Consideration.

"Surplus Amount" means: (i) if Ocean Bank Debt is equal to or in excess of the Liability Limit, an amount equal to \$0; or (ii) if Ocean Bank Debt is equal to or in excess of \$0 but less than the Liability Limit, an amount equal to the product of (y) 50% (.50) multiplied by (z) the Liability Limit less the Ocean Bank Debt (i.e., $0.50 * (\text{Liability Limit less Ocean Bank Debt})$); provided, however, that in no event shall the Surplus Amount exceed in the aggregate \$1,000,000 for purposes of adjusting upward the Aggregate Closing Date Cash Consideration.

"Working Capital Deficiency" shall mean \$-339,000 minus Net Working Capital, provided, however, that if such amount is less than \$100,000, then the Working Capital Deficiency shall be \$0.

(e) Notwithstanding any other provision of this Agreement, neither certificates nor scrip for a fractional share of Parent Stock shall be issued to any Preferred Stockholder in the Merger, and any such holder shall not be entitled to any voting or other rights of a holder of shares or a fractional share interest. Each Preferred Stockholder who otherwise would have been entitled to receive a fraction of a share of Parent Stock shall receive in lieu thereof cash, without interest, in an amount determined by multiplying such holder's fractional interest by the Parent Stock Price. All amounts of cash in respect of fractional interests which have not been claimed at the end of two years from the Effective Time by surrender of certificates for shares of Parent Stock shall be repaid to the Surviving Corporation, subject to the provisions of applicable escheat or similar laws, for the account of the holders entitled thereto.

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SECTION 1.7 Exchange of Certificates.

(a) Promptly following the Effective Time, Parent shall supply, or shall cause to be supplied, to or for the account of a bank or trust company designated by Parent, which may in the Parent's sole discretion be American Stock Transfer & Trust Company (the "Exchange Agent"), in trust for the benefit of the holders of the Shares (other than Dissenting Shares), for exchange or payment in accordance with this Section 1.7, through the Exchange Agent: (i) certificates evidencing the shares of Parent Stock issuable pursuant to Section 1.6 and Section 1.7(h) in exchange for outstanding shares of Preferred Stock plus cash in an amount sufficient for payment in lieu of fractional shares as provided in Section 1.6 and (ii) immediately available funds in an amount necessary for the payment of the Aggregate Closing Date Cash Consideration. The parties acknowledge and agree that all Escrow Funds shall be placed in an interest-bearing account and all other funds described in Section 1.7(a)(ii) shall be placed in a non-interest bearing account.

(b) Promptly after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates (as of the record date designated by Board of Directors of the Company) which immediately prior to the Effective Time evidenced the outstanding Shares (other than Dissenting Shares) (the "Certificates") (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as Parent may reasonably specify), (ii) in the case of Preferred Stockholders, instructions to effect the surrender of the Certificates in exchange for (A) the certificates evidencing Parent Stock and, in lieu of any fractional shares thereof, cash and (B) the portion of the Aggregate Closing Date Preferred Cash Consideration to which each such holder is entitled pursuant to Section 1.6 and (iii) in the case of Common Stockholders, instructions to effect the surrender of the Certificates in exchange for the portion of the Aggregate Closing Date Common Cash Consideration to which each such holder is entitled pursuant to Section 1.6. As specified in Section 1.7(h) hereof, Parent Stock shall not be delivered to any holder of a Certificate that has not delivered the representation letter required by Section 1.7(h) on or prior to the Closing Date. Upon surrender of a Certificate for cancellation to the Exchange Agent together with such letter of transmittal, duly executed, and such other customary documents as may be required pursuant to such instructions, the Exchange Agent shall (A) deliver to the holder of such Certificate in exchange therefor an amount equal to the portion of the Aggregate Closing Date Cash Consideration to which such holder is entitled pursuant to Section 1.6 (provided, however, that with respect to the Delayed Common Holder Payments, such amounts shall be made in accordance with the payment terms set forth on Schedule 1.7(b) to the Merger Agreement), (B) in the case of Preferred Stockholders only and subject to Section 1.7(h), issue in the name of the holder of such Certificate in exchange therefor certificates evidencing that number of whole shares of Parent Stock which such holder has the right to receive in accordance with Section 1.6 in respect of shares of Preferred Stock formerly evidenced by such Certificate and (C) in the case of Preferred Stockholders only, cash in lieu of fractional shares to which such holder is entitled pursuant to Section 1.6, each to be delivered by the Exchange Agent to the holders of such Certificate (the cash described in clause (A), the Parent Stock described in clause (B) and the cash described in clause (C) are collectively referred to as the "Merger Consideration"), and the Certificate so surrendered shall forthwith be canceled, in

the event of a transfer of ownership of Shares which is not registered in the transfer records of the Company immediately prior to the Effective Time, cash may be issued and paid in accordance with this Section 1.7 to a transferee if the Certificate evidencing such Shares is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer pursuant to this Section 1.7 and by evidence that any applicable stock transfer taxes have been paid. Until so surrendered, each outstanding certificate that, prior to the Effective Time, represented Shares will be deemed from and after the Effective Time, for all corporate purposes, to evidence the right to receive the portion of the Merger Consideration described in Sections 1.6 and 1.7.

(c) No dividends or other distributions declared or made after the Effective Time with respect to Parent Stock with a record date after the Effective Time, shall be paid to the holder of any unsurrendered Certificate until the holder of such Certificate shall surrender such Certificate. Subject to applicable law, following surrender of any such Certificate, there shall be paid to the record holder of the certificates representing whole shares of Parent Stock issued in exchange therefor, without interest, at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Parent Stock.

(d) If any certificate for Parent Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the Certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will have paid to Parent or any person designated by it any transfer or other taxes required by reason of the issuance of a certificate for Parent Stock in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of Parent, or any agent designated by it that such tax has been paid or is not payable.

(e) Parent, Merger Sub and the Company shall be entitled to deduct and withhold from the Merger Consideration otherwise payable pursuant to this Agreement to any Stockholder, such amounts as Parent, Merger Sub or the Company determines necessary to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of state, local or foreign "Tax" (as defined in the Merger Agreement) law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Stockholder in respect of which such deduction and withholding was made. To the extent that the amount so required to be deducted or withheld from any payment to a Stockholder exceeds the cash portion of the Merger Consideration, if any, otherwise payable to such Stockholder, Parent, Merger Sub and the Company are hereby authorized to sell or otherwise dispose of at fair market value such portion of the Merger Consideration as is necessary to provide sufficient funds to Parent, Merger Sub or the Company, as the case may be, in order to enable it to comply with such deduction or withholding requirement.

(f) The Parent Stock issuable pursuant to Section 1.6 hereof:

(i) shall not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state of the United States;

(ii) shall be issued in a transaction not involving any public offering within the meaning of the Securities Act, and, accordingly, shall be "restricted securities" within the meaning of Rule 144 under the Securities Act ("Rule 144"), and therefore may not be offered or sold, directly or indirectly, without registration under the Securities Act and any applicable state securities laws or pursuant to an exemption from such registration requirements and applicable state securities laws; and

(iii) shall not be sold, pledged or otherwise transferred except (a) in another transaction otherwise exempt from registration under the Securities Act in compliance with Rule 144 and in compliance with any applicable state securities laws of the United States or (b) pursuant to another applicable exemption from such registration requirements and applicable state securities laws.

(g) Each certificate representing Parent Stock shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THE 1933 ACT AND ALL SUCH APPLICABLE LAWS OR EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE."

(h) Parent shall not be required to deliver any Parent Stock pursuant to Section 1.6 hereof, unless Parent or the Exchange Agent shall have received an accredited investor representation letter from such person in the form of Exhibit 1.7(h) to the Merger Agreement (the "Accredited Investor Representation Letter") on or prior to the Closing Date.

SECTION 1.8 Registration Rights Agreement; Additional Restrictions on Parent Stock.

(a) On or before the Closing Date, Parent and the Preferred Stockholders shall enter into the Registration Rights Agreement substantially in the form of Exhibit 1.8(a) to the Merger Agreement (the "Registration Rights Agreement"). The Registration Rights Agreement shall provide, among other things, that Parent shall be required to file up to two (2) registration statements on Form S-3 with the Securities and Exchange Commission to enable the resale of the Parent Stock by the Preferred Stockholders from time to time through the automated quotation system of the Nasdaq National Market or in privately-negotiated transactions.

(b) In addition to the restrictions on the Parent Stock set forth in Section 1.7 hereof, each Preferred Stockholder, by executing and delivering the Registration Rights Agreement, shall

agree that, without the prior written consent of Parent, such Preferred Stockholder shall not directly or indirectly offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of, any shares of Parent Stock received by such Preferred Stockholder. The foregoing transfer restrictions shall be released as follows: (i) 25% of the Parent Stock received by each Preferred Stockholder on the Closing Date shall be free of such restrictions on the six month anniversary of the Closing Date; (ii) an additional 25% of the Parent Stock received by each Preferred Stockholder on the Closing Date shall be free of such restrictions on the one year anniversary of the Closing Date (iii) an additional 25% of the Parent Stock received by each Preferred Stockholder on the Closing Date shall be free of such restrictions on the eighteen (18) month anniversary of the Closing Date; and (iv) the remaining 25% of the Parent Stock received by each Preferred Stockholder on the Closing Date shall be free of such restrictions on the two year anniversary of the Closing Date.

SECTION 1.9 *Stock Transfer Books.* At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers of Shares thereafter on the records of the Company.

SECTION 1.10 *No Further Ownership Rights in Shares.* The Merger Consideration delivered upon the surrender for exchange of the Shares in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such Shares, and there shall be no further registration of transfers on the records of the Surviving Corporation of Shares which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article I.

ARTICLE II STOCK OPTIONS AND OTHER SECURITIES

SECTION 2.1 *Stock Options and other Securities.* Prior to the Effective Time, the Company shall obtain all necessary consents or releases (i) from holders of options to purchase capital stock of the Company (the "Company Options") as may be necessary to terminate all outstanding Company Options and (ii) from holders of any outstanding warrants or any other securities which allow such holders to subscribe for or purchase capital stock of the Company as may be necessary to terminate all such outstanding warrants and other securities.

ARTICLE III ESCROW

SECTION 3.1 *Escrow Funds.* Upon consummation of the Merger, Davox and Surviving Corporation shall be entitled to satisfy claims for indemnification pursuant to Article VIII of the Merger Agreement or otherwise solely from the Escrow Funds. The procedure for payments from the Escrow Funds shall be governed by the Escrow Agreement by and among the Exchange Agent, Davox and the Stockholder Representative.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1 Conditions to Merger. Consummation of the Merger is subject to the following conditions precedent: (i) the approval of this Agreement and the Merger Agreement by the affirmative vote of the shareholders of the Company and Merger Sub by the requisite vote in accordance with the organizational documents of each of the Company and Merger Sub, the FBCA and the DGCL; and (ii) the satisfaction or waiver, if permissible, of the other conditions precedent described in the Merger Agreement.

SECTION 4.2 Termination. Prior to the Effective Time, this Agreement shall terminate upon the termination of the Merger Agreement.

SECTION 4.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made if and when delivered personally or by overnight courier to the parties at the following addresses or sent by electronic transmission, with acknowledgment of complete transmission, to the telecopy numbers specified below (or at such other address or telecopy number for a party as shall be specified by like notice):

- (a) If to Parent or Merger Sub:

Davox Corporation
6 Technology Park Drive
Westford, MA 01886
Telephone No.: (978) 952-0200
Telecopier No.: (978) 952-0795
Attention: Chief Financial Officer & General Counsel

with a copy to:

Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Telephone No.: (617) 248-7463
Telecopier No.: (617) 248-7100
Attention: John M. Mutkoski

- (b) If to the Company:

CellIt, Inc.
8300 N.W. 33rd Street, Suite 200
Miami, FL 33122
Telephone No.: (305) 436-2300
Telecopier No.: (305) 639-2222
Attention: President

FAX AUDIT NO. H02000013436

with a copy to:

White & Case LLP
200 S. Biscayne Blvd.
49th Floor
Miami, FL 33131
Telephone No.: (305) 371-2700
Telecopier No.: (305) 358-5744
Attention: Jorge L. Freeland, Esq.

SECTION 4.4 Amendment. Except as otherwise required by applicable law, prior to the Effective Time, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed by the parties hereto. Except as otherwise required by law, after the Effective Time, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed by the Parent and by either the Stockholder Representative or former Stockholders of the Company owning at least 51% in voting power of the outstanding Shares immediately prior to the Effective Time, voting together a single class with each share of Preferred Stock voting on an as-if converted basis.

SECTION 4.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to replace such term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable term or provision.

SECTION 4.6 Entire Agreement. This Agreement, the exhibit hereto, together with the Merger Agreement, the schedules and exhibits thereto and the other agreements contemplated thereby, constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, undertakings and negotiations, both written and oral, among the parties with respect to the subject matter hereof. In the event of any conflict or inconsistency between this Agreement and the Merger Agreement, the terms of the Merger Agreement shall prevail.

SECTION 4.7 Assignment. This Agreement shall not be assigned by operation of law or otherwise except with the written consent of each of the other parties hereto; provided, however, that notwithstanding the foregoing, Parent and Merger Sub may assign all or any of their rights hereunder to any affiliate thereof so long as Parent remains liable for its obligations hereunder.

SECTION 4.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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SECTION 4.9 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of Page Left Intentionally Blank]

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Signature Page to Plan of Merger

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DAVOX CORPORATION

By: Michael J. [Signature]
Name: Michael J. [Signature]
Title: VP Finance & CFO

AP ACQUISITION CORP.

By: Michael J. [Signature]
Name: Michael J. [Signature]
Title: VP Finance & CFO

CELLT, INC.

By: _____
Name:
Title:

FAX AUDIT NO. H02000013436

Signature Page to Plan of Merger

IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DAVOX CORPORATION

By: _____
Name:
Title:

AP ACQUISITION CORP.

By: _____
Name:
Title:

CELLIT, INC.

By: *[Signature]*
Name: Michael Walker
Title: Secretary

FAX AUDIT NO. H02000013436