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EFFECTIVE DATE  
April 1, 2015

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE  
WESTCON CALA, INC.

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$78.75

merger/cc  
@ 4/1/15

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Westcon CALA, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Firm/Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State and Zip Code

Inger.Laws@westcongroup.com

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

For further information concerning this matter, please call:

\_\_\_\_\_  
Name of Contact Person

At ( \_\_\_\_\_ ) \_\_\_\_\_  
Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

# EFFECTIVE DATE

( 3/14 )

April 1, 2015

FILED STATE  
SECRETARY OF CORPORATION  
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## ARTICLES OF MERGER (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Westcon CALA, Inc.</u>	<u>Delaware</u>	<u>F07000004749</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Afina Systems Inc.</u>	<u>Florida</u>	<u>P00000105217</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 04 / 01 / 2015 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 30, 2015

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 30, 2015

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

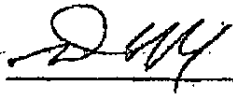
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title


Amna Systems Inc.



MIKE Kilduff

TREASURER

Westcon CALA, Inc.



CATHERINE DESOP

CEO



THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

---

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

The name and jurisdiction of each subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:



## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of March 30, 2015 by and between WESTCON CALA, INC., a Delaware corporation (the "Surviving Entity"), and AFINA SYSTEMS INC., a Florida corporation (the "Merging Entity").

### RECITALS

WHEREAS, the board of directors of the Surviving Entity and the board of directors of the Merging Entity deem it to be advisable and in the best interests of the Surviving Entity and the Merging Entity, respectively, to merge the Merging Entity with and into the Surviving Entity (the "Merger"), and to consummate the Merger upon the terms and conditions set forth herein and in accordance with the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FL Act"); and

WHEREAS, the board of directors the Surviving Entity and the board of directors of the Merging Entity have recommended the Merger and this Agreement to their respective stockholders, and the sole stockholder of the Surviving Entity and the sole shareholder of the Merging Entity have each reviewed and approved the Merger and this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

### ARTICLE I THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and the FL Act, the Merging Entity shall be merged with and into the Surviving Entity at the Effective Time (as defined in Section 1.2 below). Upon consummation of the Merger, the separate corporate existence of the Merging Entity shall cease and the Surviving Entity shall continue as the surviving entity of the Merger under the name "Westcon CALA, Inc."

1.2 Effective Time. At the closing of the Merger, the parties shall file or cause to be filed (a) a Certificate of Merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in such form as is required by and executed in accordance with the relevant provisions of the DGCL and (b) Articles of Merger (the "Articles of Merger") with the Secretary of State of the State of Florida in such form as is required by and executed in accordance with the relevant provisions of the FL Act. The effective time of the Merger contemplated by and provided for herein shall be as set forth in both the Certificate of Merger and the Articles of Merger (the "Effective Time").

1.3 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the DGCL and the FL Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges and powers of the

Merging Entity shall be vested in the Surviving Entity, and all debts, liabilities and duties of the Merging Entity shall be the debts, liabilities and duties of the Surviving Entity.

1.4 Organizational Documents. The Merger shall have no effect on the organizational documents of the Surviving Entity, including, without limitation, its certificate of incorporation and its bylaws (the "Organizational Documents"); and the Organizational Documents of the Surviving Entity immediately prior to the Effective Time shall be the Organizational Documents of the Surviving Entity until thereafter changed or amended as provided therein or by applicable law.

1.5 Officers of the Surviving Entity. The officers of the Surviving Entity shall be the same officers of the Surviving Entity immediately prior to the Merger, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors or additional officers are duly appointed, as the case may be.

## ARTICLE II TERMS AND CONDITIONS

2.1 Manner and Basis of Converting the Shares. The manner and basis of converting the shares of the Merging Entity into the shares of the Surviving Entity, in whole or in part, into cash or other property is as follows: as of the Effective Time, each share of stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be automatically canceled and extinguished by virtue of the Merger without any action by the holder thereof, and no cash or securities or other property shall be payable in respect thereof.

2.2 Manner and Basis of Converting the Rights to Acquire Shares. The manner and basis of converting the rights to acquire the shares of the Merging Entity into the rights to acquire the shares of the Surviving Entity, in whole or in part, into cash or other property is as follows: the rights (if any) to acquire the shares of the Merging Entity as of Effective Time, by virtue of the merger and without any action by any party or holder, shall become rights (if any) to acquire the shares of the Surviving Entity.

## ARTICLE III MISCELLANEOUS

3.1 Further Assurances. At and after the Effective Time, the officers of the Surviving Entity will be authorized to execute and deliver, in the name and on behalf of the Surviving Entity and the Merging Entity, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Merging Entity, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Entity any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger.

3.2 Severability and Consequences of Invalid Terms. If any portion or provision of this Agreement is found to be void or unenforceable for any reason by a court of competent jurisdiction, such court should enforce all portions and provisions of this Agreement to the maximum extent that would have been enforceable in the original Agreement. If such portion or provision cannot be so modified to be enforceable, the unenforceable portion shall be deemed

severed from the remaining portions and provisions of this Agreement, which shall otherwise remain in full force and effect.

3.3 Complete Agreement. This Agreement represents the complete agreement between the parties to this Agreement regarding the subject matter hereof, and supersedes any prior existent agreements, whether oral or written.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

3.5 Amendments. Modifications of this Agreement shall not be binding, valid or enforceable unless they are approved in writing by each of the parties to this Agreement.

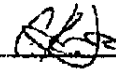
3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to its conflict of law principles that would require the application of any other law.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective agents or representatives thereunto duly authorized, all as of the date first written above.


SURVIVING ENTITY:

WESTCON CALA, INC.

By:   
Name: CATHERINE STESSER  
Title: CFO

MERGING ENTITY:

AFINA SYSTEMS INC.

By:   
Name: Mike Kilduff  
Title: TREASURER