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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

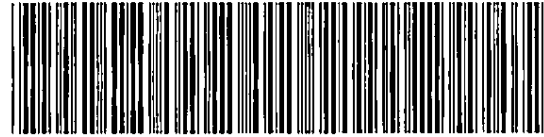
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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11/29/18--01002--004 **68.75

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me/fer

SUNSHINE CORPORATE FILING OF FLORIDA INC.

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 11/28/2018

****WALK IN****

ENTITY NAME TECH DATA LATIN AMERICA, INC

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$68.75

CHECK # 5486

Please call Tina at the above number for any issues or concerns. Thank you so much!

ARTICLES OF MERGER

2019 NOV 28 P 10:30

Pursuant to Section 607.1109 of the Florida Business Corporation Act ("Act"), these Articles of Merger, which relate to the merger (the "**Merger**") of Tenva Technology Solutions Holdings LLC, a Delaware limited liability company (the "**Non-Surviving Entity**"), with and into Tech Data Latin America, Inc., a Florida corporation (the "**Surviving Entity**"), provides as follows:

ARTICLE I

State of Organization of the Non-Surviving Entity

The name, form/entity type, and state of organization of the Non-Surviving Entity is as follows:

| Name | State of Organization | Type of Organization |
|---|------------------------------|-----------------------------|
| Tenva Technology Solutions Holdings LLC | Delaware | Limited liability company |

ARTICLE II

State of Incorporation of Surviving Entity

The name, form/entity type, and state of incorporation of the Surviving Entity is as follows:

| Name | State of Incorporation | Type of Organization |
|-------------------------------|-------------------------------|-----------------------------|
| Tech Data Latin America, Inc. | Florida | Corporation |

ARTICLE III

Approval of the Plan

The attached Agreement and Plan of Merger was approved by each of the Non-Surviving Entity and the Surviving Entity in accordance with the applicable provisions of the Act and the laws of the state of Delaware.

ARTICLE IV

Domestic Filing Entity

The Surviving Entity existed before the Merger and is a domestic filing entity.

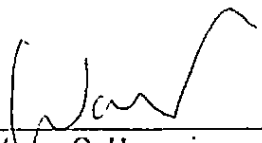
ARTICLE V
Effective Date

The Merger shall become effective as of November 29, 2018.

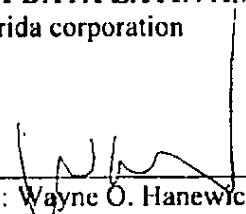
Dated: November 28, 2018

[Signatures appear on the following page.]

**TENVA TECHNOLOGY SOLUTIONS
HOLDINGS LLC,**
a Delaware limited liability company

By: 
Name: Wayne O. Hanewicz
Title: Corporate Vice President, Secretary

TECH DATA LATIN AMERICA, INC.,
a Florida corporation

By: 
Name: Wayne O. Hanewicz
Title: Corporate Vice President, General Counsel,
Americas, Corporate Secretary

Attachment:

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of November 28, 2018 (the "*Agreement*"), by and among **TENVA TECHNOLOGY SOLUTIONS HOLDINGS LLC**, a Delaware limited liability company (the "*Merging Entity*"), **TECH DATA LATIN AMERICA, INC.**, a Florida corporation (the "*Surviving Entity*"), and solely for purposes of approving the Merger (as defined below) as set forth herein, **AVT TECHNOLOGY SOLUTIONS HOLDINGS LLC**, a Delaware limited liability company (the "*Parent*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

WHEREAS, the Merging Entity and the Surviving Entity are both wholly-owned subsidiaries of the Parent; and

WHEREAS, the Parent, Merging Entity, and Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Agreement; and

WHEREAS, the Parent, as the sole member of the Merging Entity and on behalf of the Merging Entity, desires to approve the Merger and this Agreement; and

WHEREAS, this Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("*FLBCA*") and the Delaware Limited Liability Company Act ("*DLLCA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of incorporation of the Surviving Entity and the bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate company existence of the Merging Entity shall cease.

(d) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(e) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All company acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its member, managers, board members, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(f) The Surviving Entity agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of the Merging Entity, and in any proceeding for the enforcement of the rights of a dissenting member of the Merging Entity against the Surviving Entity. The Surviving Entity irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding, and the address to which a copy of such process shall be mailed to by the Secretary of State is: 5350 Tech Data Drive, Clearwater, Florida 33760. The Surviving Entity shall promptly pay to any dissenting members of the Merging Entity the amount, if any, to which they shall be entitled under the DLLCA with respect to the rights of dissenting members.

(g) In addition to the foregoing effects set forth in subsections (d) and (e) of this Section 1, the Merger shall have the effects set forth in Section 607.11101 of the FBCA and Section 18-209 of the DLLCA.

(h) Pursuant to Section 18-209 of the DLLCA, the Parent, as the sole member of the Surviving Entity and on behalf of the Surviving Entity, by execution of this Agreement hereby approves the Merger and hereby approves and adopts this Agreement.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement the Parent is the sole member of the Merging Entity, and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any membership interest in the Merging Entity.

(b) As of the date of this Agreement the Parent owns all of the issued and outstanding shares of stock of the Surviving Entity, and there are no outstanding warrants, options,

conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any shares of stock of the Surviving Entity.

SECTION 3. MANNER AND BASIS OF CONVERTING EQUITY OF THE MERGING ENTITY INTO SHARES OF THE SURVIVING ENTITY.

(a) The membership interest held by the Parent of the Merging Entity as of the Effective Time shall cease to be outstanding and the Parent shall receive no interest, cash, or other consideration in exchange for the membership interest.

(b) At the Effective Time, the shares of the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the sole member of the Merging Entity and the board of directors of the Surviving Entity in the manner required by the FBCA and the DLLCA, respectively, the certificate of organization and operating agreement of the Merging Entity, and the articles of incorporation and bylaws of the Surviving Entity.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause a certificate of merger and articles of merger (together, the "*Certificates of Merger*") meeting the requirements of the FBCA and the DLLCA, to be properly executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware. The Merger shall become effective on such date and time as is agreed upon by the Surviving Entity and the Merging Entity and specified in the Certificates of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the DLLCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges, and

franchises of the Merging Entity, the sole shareholder and directors of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the member of the Merging Entity and the board of directors of the Surviving Entity, whether before or after the approval of this Agreement by the Parent. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Organizations or of their respective directors, officers, employees, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

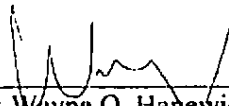
SECTION 11. MEXICO TAX. As a consequence of the Merger, the Surviving Entity will become the beneficial owner of the equity interests held by the Merging Entity in certain Mexican limited liability companies, namely Enlaces Computacionales, S. de R.L. de C.V., Soluciones Mercantiles, S. de R.L. de C.V., TD Advanced Solutions Mexico, S. de R.L. de C.V. and Instituto de Educación Avanzada, S. de R.L. de C.V. Therefore, the Merging Entity hereby agrees to designate an attorney in fact in accordance with Articles 161 and 174 of the Mexican Income Tax Law and the applicable articles of the Regulations to the Mexican Income Tax Law, in order to, among other things, (i) comply on behalf of the Merging Entity with all the requirements and obligations established in the Articles 4, 153 and 161 of the Mexican Income Tax Law, Articles 283 of the Regulations of the Mexican Income Tax Law, and the corresponding provisions of the Convention between the Government of the United States of America and the Government of Mexico for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and of its Protocol in connection with the transfer of such equity interests; (ii) act as legal representative of the Merging Entity and

act before the Mexican Tax Administration Service, the Mexican Ministry of Finance and Public Credit and any other departments, units or offices in accordance with the provisions of Articles 18 and 19 of the Federal Tax Code of Mexico, Article 13 of the Regulations of the Federal Tax Code of Mexico and in accordance with articles 161 and 174 of the Mexican Income Tax Law and the applicable articles from the Regulations to the Mexican Income Tax Law, administrative tax rules 2.1.17 and 2.1.18 of the Mexican Miscellaneous Tax Resolutions issued by the Mexican Tax Administrative Service for the 2018 fiscal year.

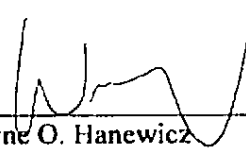
[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

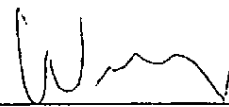
**TENVA TECHNOLOGY SOLUTIONS
HOLDINGS LLC,**
a Delaware limited liability company

By: 
Name: Wayne O. Hanewicz
Title: Corporate Vice President, Secretary

TECH DATA LATIN AMERICA, INC.,
a Florida corporation

By: 
Name: Wayne O. Hanewicz
Title: Corporate Vice President, General Counsel,
Americas, Corporate Secretary

**AVT TECHNOLOGY SOLUTIONS HOLDINGS
LLC,**
a Delaware limited liability company,
solely in its capacity as the Parent to approve the
Merger

By: 
Name: Wayne O. Hanewicz
Title: Corporate Vice President, Secretary