

CT CORPORATION SYSTEM

A 970000000211

CORPORATION(S) NAME

The Systems Depot, Inc. Merging: The Systems Depot, Ltd.

FILED
DEC 29 AM 10:54
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
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660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

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ARTICLES OF MERGER
Merger Sheet

MERGING:

THE SYSTEMS DEPOT, LTD. (A97000000211), a Florida limited partnership

INTO

THE SYSTEMS DEPOT, INC., a North Carolina entity not qualified in Florida.

File date: December 29, 2000, effective January 1, 2001

Corporate Specialist: Buck Kohr

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. The Systems Depot, Ltd. 3266 Hwy. 70 West Connelly Springs, NC 28612	Florida	Limited Partnership

Florida Document/Registration Number: A97000000211 FEI Number: 621665566

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. The Systems Depot, Inc. 3266 Hwy. 70 West Connelly Springs, NC 28612	North Carolina	Corporation

Florida Document/Registration Number: N/A FEI Number: N/A

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

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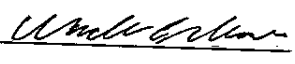

SEVENTH: If applicable the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of: January 1, 2001.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
The Systems Depot, Ltd.		Wade E. Moose, Manager, of Moose, LLC, General Partner
The Systems Depot, Inc.		Wade E. Moose, Chief Executive Officer

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
The Systems Depot, Ltd.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
The Systems Depot, Inc.	North Carolina

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

Statement of Purpose

WHEREAS, The Systems Depot, Limited Partnership, a limited partnership organized and existing under the laws of the State of Florida, desires to merge with and into The Systems Depot, Inc., a corporation organized and existing under the laws of the State of North Carolina; and

WHEREAS, the purpose of this Plan of Merger is to merge The Systems Depot, Limited Partnership (the "Merging Entity") with and into The Systems Depot, Inc. (the "Surviving Corporation"), for purposes of converting the Merging Entity into a North Carolina corporation (the "Merger").

NOW, THEREFORE, the Merging Entity and the Surviving Corporation, parties to this Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE I CONSTITUENT LIMITED LIABILITY COMPANIES

1.1 The entities which will be merged pursuant to this Plan of Merger are the Merging Entity and the Surviving Corporation (such entities being sometimes collectively referred to herein as the "Constituent Companies").

1.2 The Merging Entity will merge with and into the Surviving Corporation.

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1.3 After the Merger, the Surviving Corporation will retain the name "The Systems Depot, Inc."

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

2.1 The Merging Entity shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall continue to be governed by the laws of the State of North Carolina, and the separate existence of the Merging Entity shall thereby cease. The Merger shall be pursuant to the applicable provisions of the Florida Revised Uniform Limited Partnership Act (1986) and the North Carolina Business Corporation Act.

2.2 From and after the Effective Time (as defined in Section 2.4 below), the Surviving Corporation shall, to the extent consistent with its Articles of Incorporation, possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Companies; all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to the Merging Entity shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed.

2.3 From and after the Effective Time, the Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities, obligations and penalties of each of the Constituent Companies, and any said debts, liabilities, obligations and penalties shall thenceforth attach to the Surviving Corporation and may be enforced against the Surviving Corporation. No liability or obligation due at the Effective Time, or then to become due, nor any claim or demand for any cause then existing against either of the Constituent Companies, or any shareholder (or partner), officer or director (or general partner) thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of either of the Constituent Companies shall be preserved unimpaired. Any existing claim or any action or proceeding, civil or criminal, pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place. The Surviving Corporation may be substituted in place of the Merging Entity, and any judgment rendered against either of the Constituent Companies may be enforced against the Surviving Corporation.

2.4 The Merger shall become effective at 12:01 a.m. on January 1, 2001 (such time and date when the merger becomes effective being referred to herein as the "Effective Time").

ARTICLE III ARTICLES OF INCORPORATION

3.1 At the Effective Time, the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue to be the Articles of Incorporation of the Surviving Corporation, and no change to such Articles of Incorporation shall be effected after the Effective Time until the Articles of Incorporation may be thereafter duly amended in accordance with applicable law.

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ARTICLE IV
CONVERSION OF PARTNERSHIP INTERESTS

4.1 At the Effective Time, all the partners of the Merging Entity shall be deemed to have transferred all of their partnership interests in the Merging Entity to the Surviving Corporation, and the separate existence of the Merging Entity shall cease. In exchange for their partnership interests in the Merging Entity, the partners of the Merging Entity shall collectively receive one hundred percent of the outstanding capital stock in the Surviving Corporation. The number of shares of common stock in the Corporation received by each partner of the Merging Entity shall be equal to the number of partnership interests in the Merging Entity (or "Units" as such term is defined in the Amended and Restated Agreement of Limited Partnership of the Merging Entity) owned by such partner immediately prior to the Merger.

4.2 At the Effective Time, any ownership interest in the Surviving Corporation outstanding immediately prior to the Merger shall be deemed cancelled and shall not be converted into any interest of the Surviving Corporation.

4.3 No cash, shares, securities, certificates or obligations will be distributed or issued as the result of the Merger except as provided in Section 4.1 hereof.

ARTICLE V
TERMINATION OF PLAN OF MERGER

5.1 This Plan of Merger may be terminated by the action of either party hereto at any time prior to the Effective Time.

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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

[see above]

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

N/A

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

N/A

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SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

Wade E. Moose
3266 Hwy. 70 West
Connelly Springs, NC 28612

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provisions, if any relating to the merger:

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