

J99465

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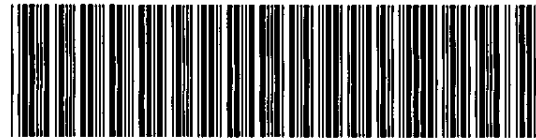
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*Merger*

C. Courtis FEB 28 2007

Holland & Knight LLP Requester's Name	
315 So. Calhoun Street Address	
425-5675 City/State/Zip Phone #	

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**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. TSI ACQUISITION CORP. P07000011867  
(Corporation Name) (Document #)
2. TECH SOURCE, INC. J99465  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

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**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☒ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

Examiner's Initials

**ARTICLES OF MERGER**  
**MERGING**  
**TSI ACQUISITION CORP.,**  
**A FLORIDA CORPORATION**  
**WITH AND INTO**  
**TECH SOURCE, INC.,**  
**A FLORIDA CORPORATION**

APPROVED  
AND  
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TALLAHASSEE, FLORIDA

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Submitted pursuant to Section 607.1105 of the Florida Business Corporation Act

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**FIRST:** The name of the corporation surviving the merger (the "**Surviving Corporation**") is Tech Source, Inc.

**SECOND:** The constituent corporations that will merge are Tech Source, Inc., a Florida corporation and TSI Acquisition Corp., a Florida corporation ("**Merger Sub**").

**THIRD:** Eizo Nanao Corporation, Eizo Nanao Technologies Inc., Brett Fadeley as Shareholder Representative, Merger Sub and Tech Source, Inc. have entered into an Agreement and Plan of Merger attached hereto as **Exhibit A** (the "**Plan of Merger**"). The Plan of Merger has been approved by (i) the shareholders of Tech Source, Inc. on January 29, 2007 in accordance with Section 607.0702 of the Florida General Corporation Act and (ii) the sole shareholder of Merger Sub on January 29, 2007 in accordance with Section 607.0704 of the Florida Business Corporation Act.

**FOURTH:** The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida.

**FIFTH:** The Restated Articles of Incorporation, attached hereto as **Exhibit B**, shall be the articles of incorporation of the Surviving Corporation.

IN WITNESS WHEREOF, Tech Source and TSI Acquisition Corp. have caused these Articles of Merger to be executed in their respective corporate name as of the 28<sup>th</sup> day of February, 2007.

**TECH SOURCE, INC.**

By: \_\_\_\_\_  
Selwyn Henriques  
President

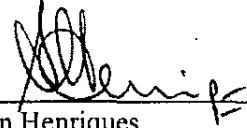
**TSI ACQUISITION CORP.**

By: \_\_\_\_\_  
Thomas J. Waletzki  
President

IN WITNESS WHEREOF, Tech Source and TSI Acquisition Corp. have caused these Articles of Merger to be executed in their respective corporate name as of the 28<sup>th</sup> day of February, 2007.

**TECH SOURCE, INC.**

By: \_\_\_\_\_

  
Selwyn Henriques  
President

**TSI ACQUISITION CORP.**

By: \_\_\_\_\_

Thomas J. Waletzki  
President

**Exhibit A**

**Plan of Merger**

**PLAN OF MERGER**  
**OF**  
**TSI ACQUISITION CORP.,**  
a Florida corporation,  
with and into  
**TECH SOURCE, INC.,**  
a Florida corporation

This Plan of Merger (this "Plan") is effective as of the date of filing of the Articles of Merger filed herewith (the "Articles of Merger") and is among Tech Source, Inc., a Florida corporation (prior to the Effective Time (as defined below), the "Company" and after the Effective Time, the "Surviving Corporation"), TSI Acquisition Corp., a Florida corporation (the "Merging Corporation"), Eizo Nanao Corporation, a corporation organized under the laws of Japan ("Parent"), Eizo Nanao Technologies Inc., a California corporation and a wholly owned subsidiary of Parent ("Intermediate Sub"), and Brett Fadeley as Shareholder Representative (the "Shareholder Representative" and, together with the Company, the Merging Corporation, Parent and Intermediate Sub, the "Parties").

The Parties adopt this Plan on February 28, 2007, pursuant to Section 607.1101 of the Florida Business Corporation Act.

1. The name of each of the corporations planning to merge is:
  - i) The Company and Surviving Corporation is Tech Source, Inc., a Florida corporation, Fla Doc # J99465; and
  - ii) The Merging Corporation is TSI Acquisition Corp., a Florida corporation, Fla Doc # P07000011867.
2. The effective time and date of the merger described above (the "Merger") shall be upon filing of the Articles of Merger in Florida (the "Effective Time"). The Merger shall close on the date upon which the Articles of Merger are submitted to the Florida Secretary of State for filing (the "Closing Date").
3. The general terms and conditions of the Merger are as follows: at the Effective Time, the separate existence of the Company and the Merging Corporation shall cease and the Surviving Corporation shall ultimately succeed to all of the property, rights, privileges, powers and franchises of the Merging Corporation and the Company, and all debts, liabilities and duties of the Merging Corporation and the Company shall become the debts, liabilities and duties of the Surviving Corporation. The Surviving Corporation shall thereafter be responsible and liable for all obligations of the Merging Corporation and the Company, and neither the rights of the creditors nor any liens on the property of the Merging Corporation or the Company shall be impaired by the Merger.
4. The manner and basis of converting the shares of the Parties shall be as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of the Merging Corporation or the Surviving Corporation or the holders of any securities of either:

Section 4.1 Articles of Incorporation and Bylaws. Unless otherwise determined by Parent prior to the Effective Time, the articles of incorporation of the Merging Corporation substantially as in effect immediately prior to the Effective Time and the bylaws of the Merging Corporation as in effect immediately prior to the Effective Time shall be the articles of incorporation and the bylaws of the Surviving Corporation, until thereafter amended in accordance with the Florida Business Corporation Act, as amended (the "FBCA") and as provided in such articles of incorporation and bylaws.

Section 4.2 Directors and Officers of the Surviving Corporation. Unless otherwise determined by Parent prior to the Effective Time, the officers and directors of the Merging Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation immediately after the Effective Time, in accordance with the provisions of the FBCA, the articles of incorporation and bylaws of the Surviving Corporation, until their successors are duly elected and qualified, or until their earlier resignation or removal.

Section 4.3 Merger Consideration.

(a) Treatment of Company Stock. Subject to the terms and conditions of this Plan, as of the Effective Time, by virtue of the Merger and without any action on the part of Parent, Intermediate Sub, Merging Corporation, the Company or the holder of any shares of shares of common stock of the Company ("Company Stock"), each share of Company Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Stock held by a holder who has exercised and perfected appraisal rights for such shares in accordance with the FBCA and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal rights), shall be canceled and extinguished, and automatically converted into the right to receive, upon surrender of the certificate or agreement representing such share of Company Stock, an amount of cash (without interest) equal to the Common Per Share Amount (as defined below), all upon the terms and subject to the conditions set forth in this Plan, including, without limitation, the withholding taxes provision in Section 4.4 and the any applicable holdback amounts. For the purposes of this Plan, "Common Per Share Amount" shall mean the amount of cash equal to (A) \$1,500,000 plus the total dollar amount obtained by multiplying the number of shares subject to Company Options (as defined below) cancelled pursuant to Section 4.3(b) by the exercise price for such Company Options, divided by (B) (x) the number of shares of Company Stock outstanding immediately prior to the Effective Time plus (y) the number of additional shares of Company Stock subject to the Company Options cancelled pursuant to Section 4.3(b).

(b) Treatment of Company Options. Parent shall not assume any options and other rights to purchase or otherwise acquire shares of Company Stock, whether or not issued under the Company's 2000 Stock Incentive Plan (the "Company Options"). Instead, the Company shall take such action, including specifically providing all notices and obtaining any consents as shall be required so that prior to the Closing Date (i) each outstanding Company Option shall become immediately vested and exercisable in full, (ii) with respect to any



Company Options that remain outstanding and unexercised as of the Closing Date, each such Company Option shall be cancelled and converted into and shall become a right to receive an amount in cash, without interest, with respect to each share subject thereto, equal to the Option Cash-Out Amount (as defined below) and shall no longer represent the right to purchase Company Stock or any other equity securities of the Company, Parent, Intermediate Sub, the Surviving Corporation or any entity or any other consideration, and (iii) as of the Closing Date, the Company's 2000 Stock Incentive Plan shall be terminated. In the event the Company Option is cancelled, the holder of such Company Option (the "Cash-Out Option Holder") shall become a party to an option cash-out agreement, which shall provide that, as soon as practicable following the Closing Date, the Cash-Out Option Holder shall receive from Intermediate Sub, in respect and in consideration of each Company Option so cancelled, an amount equal to the product of (A) an amount equal to (x) the Common Per Share Amount minus (y) the per share exercise price of such Company Option, multiplied by (B) the number of shares with respect to which the Company Option was cancelled, without any interest thereon (the "Option Cash-Out Amount") and upon the terms and subject to the conditions set forth in this Plan, including, without limitation, the withholding taxes provision in Section 4.4. In the event that the exercise price per share of such Company Option is equal to or greater than the Common Per Share Amount, such Company Option shall be cancelled without consideration and have no further force or effect. Prior to the Closing Date, Company shall take all actions necessary to effect the transactions contemplated by this Section under the terms of the Company's 2000 Stock Incentive Plan, all Company Option agreements, and any other plan, agreement or arrangement of the Company, including the giving and/or receiving waiver of any notice required by any plan or agreement relating to the Company Options.

**Section 4.4 Withholding Taxes.** Parent, Intermediate Sub, the Company, the Corporate Secretary of Intermediate Sub (who shall serve as the exchange agent (the "Exchange Agent")), and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Plan, including from the Option Cash-Out Amount and the Shareholder Merger Consideration (as defined below), to any holder or former holder of Company Stock or Company Options such amounts as are required to be deducted or withheld therefrom under any applicable provision of federal, state, local or foreign tax law or under any applicable legal requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Plan as having been paid to the person to whom such amounts would otherwise have been paid. For purposes of this Plan, "Shareholder Merger Consideration" shall mean the amount to be paid to each holder of shares of Company Stock as of immediately prior to the Effective Time (each, an "Effective Time Company Shareholder") equal to an amount of cash determined by multiplying (A) the Common Per Share Amount by (B) the sum of the number of shares of Company Stock issued and outstanding immediately prior to the Effective Time held by such Effective Time Company Shareholder.

**Section 4.5 Treatment of Merging Corporation Common Stock.** Each share of Common Stock of the Merging Corporation that is outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Each stock certificate

evidencing ownership of any such shares shall thereafter evidence ownership of such shares of capital stock of the Surviving Corporation.

Section 4.6 No Further Ownership Rights in Company Stock. The Shareholder Merger Consideration issued in respect of the surrender of shares of Company Stock in accordance with the terms hereof shall be deemed to be full satisfaction of all rights pertaining to such shares of Company Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Stock which were outstanding immediately prior to the Effective Time.

Section 4.7 Lost, Stolen or Destroyed Certificates. In the event any Company Stock Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall pay to the holder of the lost, stolen or destroyed Company Stock Certificate the consideration that would otherwise be payable, pursuant to Section 4.3(a), to such holder for the shares represented by the lost, stolen or destroyed Company Stock Certificate upon the making of an affidavit of loss, and indemnity, each in a form reasonably satisfactory to Parent, by the holder thereof.

Section 4.8 Taking of Necessary Action; Further Action. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company, Parent, Intermediate Sub and Merging Corporation are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

Section 4.9 Treasury Stock. Each share of Company Stock that is owned by the Company as treasury stock prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

5. The Boards of Directors of the Company and the Merging Corporation may agree to amend this Plan at any time prior to the filing of the Articles of Merger.

**Exhibit B**

**RESTATED ARTICLES OF INCORPORATION  
OF  
TECH SOURCE, INC.**

**RESTATED ARTICLES OF INCORPORATION  
OF  
TECH SOURCE, INC.**

1. An Agreement and Plan of Merger dated January 31, 2007 under which TSI Acquisition Corp., a Florida corporation, shall merge with and into Tech Source, Inc., a Florida corporation (the "Corporation"), shall be filed herewith with the Department of State of the State of Florida.

2. These Restated Articles of Incorporation have been duly adopted in accordance with Sections 607.1003 and 607.1007 of the Florida General Corporation Act on January 29, 2007, and restate in full the Corporation's Amended and Restated Articles of Incorporation, as filed with the Florida Department of State on February 12, 2002, to read in their entirety as follows:

**"ARTICLE I.**

The name of the corporation is Tech Source, Inc. (the "Corporation").

**ARTICLE II.**

The principal place of business and mailing address of the Corporation is 3340 Edgewater Dr., Orlando, FL 32804.

**ARTICLE III.**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida General Corporation Act, as the same exists or as may hereafter be amended from time to time.

**ARTICLE IV.**

The Corporation is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock this Corporation shall have authority to issue is 1,000, with par value of \$0.001 per share.

**ARTICLE V.**

The number of directors which constitute the whole Board of Directors of the Corporation shall be as specified in the Bylaws of the Corporation.

#### **ARTICLE VI.**

The street address of the Corporation's registered agent in the State of Florida is 1200 South Pine Island Road, Plantation, Florida 33324. The name of its registered agent at such address is C T Corporation System.

#### **ARTICLE VII.**

The name and mailing address of the incorporator are as follows:

Yoichiro Taku  
650 Page Mill Road  
Palo Alto, CA 94304

#### **ARTICLE VIII.**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

#### **ARTICLE IX.**

Meetings of shareholders may be held within or without the State of Florida, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Florida at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

#### **ARTICLE X.**

Advance notice of new business and shareholder nominations for the election of directors shall be given in the manner and to the extent provided in the Bylaws of the Corporation.

#### **ARTICLE XI.**

To the fullest extent permitted by the Florida General Corporation Act as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exception from liability or limitation thereof is not permitted under the Florida General Corporation Act as the same exists or may hereafter be amended. Neither any amendment nor repeal of this Article, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## **ARTICLE XII.**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation."

\*\*\*

The foregoing Restated Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.

The foregoing Restated Articles of Incorporation has been duly approved by the required vote of shareholders. The number of shares voting in favor of the amendment equaled or exceeded the vote required.

\*\*\*\*

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

CT CORPORATION SYSTEM

By: Naseem A. Conde

Print Name: NASEEM A. CONDE  
SPECIAL ASST. SECRETARY

Title: \_\_\_\_\_

Date: 2-27-07