

K76336

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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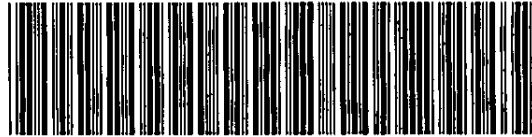
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
TALLAHASSEE, FLORIDA

Merley  
JUN 6 0 00 PM  
T. LEMIEUX

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Gateway, 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:

Sharon Hogan  
Contact Person

Gateway, Inc.  
Firm/Company

7575 Irvine Center Drive, Suite 150  
Address

Irvine, CA 92618  
City/State and Zip Code

sharon.hogan@acer.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sharon Hogan  
Name of Contact Person

At ( 949 ) 471-7242  
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

# *State of Florida*

## *Department of State*

I certify from the records of this office that ACER LATIN AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on March 29, 1989.

The document number of this corporation is K76336.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fifth day of January,  
2016*



*Ken Peterson*  
**Secretary of State**

Tracking Number: CC4379092020

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**ARTICLES OF MERGER  
FOR  
ACER LATIN AMERICA, INC.  
A Florida Corporation  
INTO  
GATEWAY, INC.  
A Delaware Corporation**

**FILED**

2016 JUN -3 P 2:45

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Section 607.1109, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party is as follows:

**ACER LATIN AMERICA, INC.**, a Florida corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party is as follows:

**GATEWAY, INC.**, a Delaware corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation that is a party to the merger in accordance with the applicable provision of Chapter 607, Florida Statutes.

**FOURTH:** the attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of merger, which cannot be prior to more than 90 days after the date this document is filed by the Florida Department of State is the 23 day of May, 2016.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Gateway, Inc.  
7575 Irvine Center Drive  
Suite 150  
Irvine, CA 92618

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

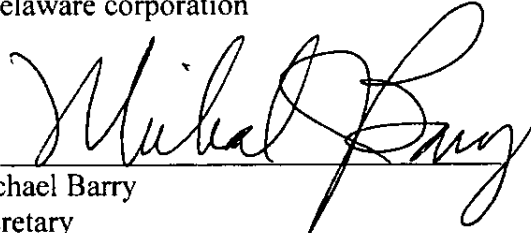
- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes

**EIGHTH:** Signatures for Each Party:

ACER LATIN AMERICA, INC.  
a Florida corporation

By:   
Ming Wang  
Director

GATEWAY, INC.  
a Delaware corporation

By:   
Michael Barry  
Secretary

**PLAN OF MERGER  
BETWEEN  
GATEWAY, INC.  
A Delaware Corporation  
AND  
ACER LATIN AMERICA, INC.  
A Florida Corporation**

The Agreement and Plan of Merger ("Agreement"), is made this 23 day of May, 2016, by and between **GATEWAY, INC.**, a Delaware corporation ("Gateway"), and **ACER LATIN AMERICA, INC.**, a Florida corporation ("Acer Latin America").

**WITNESSETH:**

WHEREAS Acer Latin America. and Gateway desire to consummate the merger of Acer Latin America into Gateway pursuant to Section 251 of the Delaware General Corporation Law (the "DCGL"), and Section 607 of the Florida Statutes, upon consummation of which Gateway will be the surviving corporation (the "Merger");

WHEREAS, each of the Boards of Directors of Acer Latin America and Gateway has approved this Agreement and the consummation of the Merger;

WHEREAS, the sole shareholder of each corporation, Acer America Holding Corporation, a Delaware corporation, and Gateway, a Delaware corporation, has approved the Agreement and consummation of the Merger by written consent;

NOW, THEREFORE, in consideration of the promises and mutual agreement and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties thereto hereby agree as follows:

**ARTICLE I  
THE MERGER**

Section 1.01 – The Merger

(a) Pursuant to the terms of this Agreement, Acer Latin America shall merge with and into Gateway, whereupon the separate existence of Acer Latin America shall cease, and Gateway shall be the surviving corporation ("Surviving Corporation") of the Merger, in accordance with Section 251 of the DGCL and Section 607 of the Florida Statutes.

(b) Gateway as the Surviving Corporation shall continue its existence as a corporation under the laws of the State of Delaware.

(c) The effective date of the merger shall be May 23, 2016 (the "Effective Date").

(d) At the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of the DGCL and the Florida Statutes. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date, all the property, rights, privileges, powers and franchises of Acer Latin America and Gateway shall vest in Gateway as the Surviving Corporation, and all debts, liabilities, obligations, and duties of Acer Latin America and Gateway shall become debts, liabilities, obligations and duties of Gateway as the Surviving Corporation.

## **ARTICLE II THE SURVIVING CORPORATION**

Section 2.01 – the Surviving Corporation. The Surviving Corporation shall be Gateway, Inc.

Section 2.02 – The Certificate of Incorporation. The Certificate of Incorporation of Gateway, as amended, in effect at the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.

Section 2.03 – Bylaws. The Bylaws of Gateway in effect at the Effective Date shall be the Bylaws of the Surviving Corporation, until duly amended in accordance with the terms thereof and the DGCL.

Section 2.04 – Directors and Officers. The directors and officers of Gateway at the Effective Date shall, from and after the Effective Date, be the directors and officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws.

## **ARTICLE III TREATMENT OF SHARES OF ACER LATIN AMERICA, INC. AND SHARES OF GATEWAY, INC.**

Section 3.01 – Cancellation of Common Shares of Acer Latin America. At the Effective Date, each share of common stock of Acer Latin America issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and cease to exist and no consideration shall be delivered in exchange therefor.

Section 3.02 – Shares of Gateway, Inc. to Remain Outstanding. At the Effective Date, each share of common stock of Gateway issued and outstanding immediately prior

to the Effective Date of the Merger shall remain outstanding as a share of common stock of the Surviving Corporation and shall be unaffected by the Merger.

#### **ARTICLE IV AMENDMENT; TERMINATION**

Section 4.01 – Termination. The Agreement may be terminated and the Merger may be abandoned by mutual consent of the Boards of Acer Latin America and Gateway at any time prior to the Effective Date.

Section 4.02 – Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of each party hereto.

Section 4.03 – Amendment. The parties hereto, by mutual consent of the Boards of Acer Latin America and Gateway, may amend, modify, or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date; except in accordance with Section 251(d) of the DGCL.

#### **ARTICLE V MISCELLANEOUS**

Section 5.01 – No Waivers. No failure or delay by any party thereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.02 – Execution of Additional Documents. If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Acer Latin America or Gateway acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation are hereby authorized to execute and deliver, in the name and on behalf of each of Acer Latin America and Gateway or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Acer Latin America and Gateway or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 5.03 – Integration. The Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, between and among the parties with respect to the subject matter hereof.



Section 5.04 – Successors and Assigns. The provisions of the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

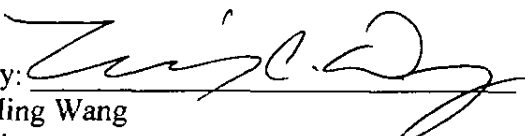
Section 5.05 – Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

Section 5.06 – Severability. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

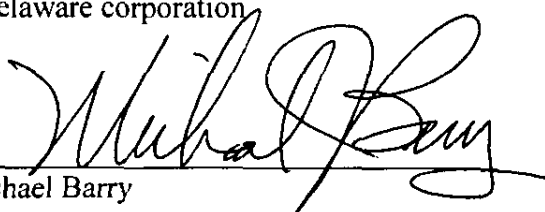
Section 5.07 – Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

23 IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of May, 2016

ACER LATIN AMERICA, INC.  
a Florida corporation

By:   
Ming Wang  
Director

GATEWAY, INC.  
a Delaware corporation

By:   
Michael Barry  
Secretary