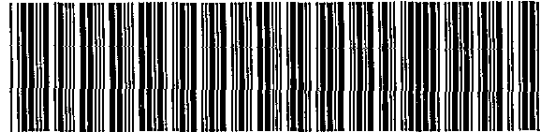


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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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02/17/03--0102G--012 **240.00

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)



PICK-UP



WAIT



MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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UCC FILING & SEARCH SERVICES, INC.
526 East Park Avenue
Tallahassee, Florida 32301
(850) 681-6528

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TALLAHASSEE, FLORIDA

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Tech Data Worldwide Partner Inc. into Tech Data Worldwide Partner LLC

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy - 6 sets

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

February 17, 2003

UCC FILING & SEARCH SERVICES, INC.
526 E. PARK AVE.
TALLAHASSEE, FL 32301

SUBJECT: TECH DATA WORLDWIDE PARTNER LLC
Ref. Number: L03000004896

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SECRETARY OF STA.
TALLAHASSEE, FLORI
03 FEB 17 PM 3:56
DIVISION OF CORPORATION

We have received your document for TECH DATA WORLDWIDE PARTNER LLC and your check(s) totaling \$240.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must provide the name(s) and address(es) of the managers or managing members of the surviving limited liability company.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document Specialist

Letter Number: 003A00010380

ARTICLES OF MERGER
Merger Sheet

MERGING:

TECH DATA WORLDWIDE PARTNER INC A FLORIDA ENTITY

INTO

TECH DATA WORLDWIDE PARTNER LLC, a Florida entity, L03000004896

File date: February 17, 2003

Corporate Specialist: Agnes Lunt

ARTICLES OF MERGER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>FBI Number</u>
1. Tech Data Worldwide Partner Inc. 5350 Tech Data Drive Clearwater, Florida 33760	Florida	Corporation	59-3290567

Florida Document/Registration
Number: P94000017589

2. Tech Data Worldwide Partner LLC 5350 Tech Data Drive Clearwater, Florida 33760	Florida	Limited Liability Company	Application submitted
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Florida Document/Registration
Number: L03000004896

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>	<u>FBI Number</u>
1. Tech Data Worldwide Partner LLC 5350 Tech Data Drive Clearwater, Florida 33760	Florida	Limited Liability Company	Application Submitted

Florida Document/Registration
Number: L03000004896

THIRD: The attached Plan of Merger meets the requirements of sections 607.1108 and 608.438, Florida Statutes, and was approved by each domestic corporation, limited liability company, that is a party to the merger in accordance with Chapters 607 and 608, Florida Statutes.

FOURTH: 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.

FIFTH: The merger shall become effective as of February 17, 2003.

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

SEVENTH: SIGNATURE(S) FOR EACH PARTY:

Tech Data Worldwide Partner Inc.

By: 

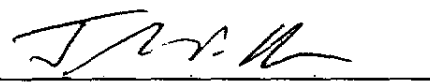
Jeffery P. Howells

As: Executive Vice President and CFO

Dated: February 14, 2003

Tech Data Worldwide Partner LLC

By: Tech Data Corporation
Member

By: 

Jeffery P. Howells

As: Executive Vice President and CFO

Dated: February 14, 2003

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03 FEB 17 PM 1:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Merger Agreement") is entered into by and between Tech Data Worldwide Partner, Inc., a Florida corporation ("TD WWP Inc.") and Tech Data Worldwide Partner LLC, a Florida limited liability company ("TD WWP LLC").

RECITAL

The Board of Directors of TD WWP Inc., and the Manager of TD WWP LLC deem it desirable and in the best interests of their respective business entities and their respective shareholder and member to merge TD WWP Inc. with and into TD WWP LLC pursuant to the provisions of Sections 607.1108 and 608.438, Florida Statutes, and have proposed, declared advisable and approved such merger pursuant to the terms of this Merger Agreement, which has been duly adopted and approved by each party in accordance with Section 607.1107 and 608.4381, Florida Statutes, and their respective corporate governance documents.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, agreements and covenants contained herein, TD WWP Inc. and TD WWP LLC agree as follows:

Section 1

- 1.1 Merger. TD WWP Inc. shall be merged with and into TD WWP LLC (the "Merger") and TD WWP LLC shall be the surviving business entity and continue to exist under and be governed by Florida Law (as the survivor, such limited liability company is hereinafter referred to as the "Surviving LLC"). The Merger shall be effective on February 17, 2003 (the "Effective Date").
- 1.2 Effect of Merger. At the Effective Date and for all purposes, the separate existence of TD WWP Inc. shall cease and shall be merged with and into TD WWP LLC which, as the Surviving LLC, shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises and be subject to all the restrictions, disabilities and duties of TD WWP Inc.; and the rights, privileges, powers, immunities and franchises (whether of a public or private nature) of TD WWP Inc., and all property (real, personal and mixed), all debts due on whatever account, all choses in action and all and every other interest of or belonging to or due to TD WWP Inc. shall continue and be taken and deemed to be transferred to and vested in TD WWP LLC without further act or deed; and the title to any real estate, or any interest therein, vested in TD WWP Inc. shall not revert or be in any way impaired by reason of such Merger; and TD WWP LLC shall thenceforth be responsible and liable for all the liabilities and obligations of TD WWP Inc.; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against TD WWP Inc. may be prosecuted as if the Merger had not taken place, or TD WWP LLC may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of TD WWP Inc. shall be impaired by the Merger and all debts, liabilities and duties of TD WWP Inc. shall attach to TD WWP LLC, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it
- 1.3 Articles of Organization. The Articles of Organization of TD WWP LLC, as in effect

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immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving LLC until thereafter amended as provided by law. 03 FEB 17 PM 1:33

- SECRETARY OF STATE
TALLAHASSEE, FLORIDA
- 1.4 Operating Agreement. The Operating Agreement of TD WWP LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving LLC until thereafter amended as provided by law.
- 1.5 Name. At the Effective Date, the name of the Surviving LLC shall be Tech Data Worldwide Partner LLC.
- 1.6 Capital Stock and Membership Interest. At the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, (a) each share of TD WWP Inc. common stock, par value one United States Dollar (USD 1) per share (the "TD WWP Inc. Stock"), which was issued and outstanding immediately prior to the Merger, shall be converted to the membership interest of TD WWP LLC and the certificates representing such shares shall be cancelled and (b) the membership interest in TD WWP LLC (the "Membership Interest") outstanding immediately prior to the Merger shall be increased accordingly and shall represent the Surviving LLC Membership Interest.
- 1.7 Managers. The Managers will remain to be those set forth in accordance with the Operating Agreement of the Surviving LLC. Those Managers will be: Nestor Cano, Jeffery P. Howells, Steven A. Raymund, Joseph B. Trepani, David R. Vetter, Arthur W. Singleton and Charles V. Dannewitz. All Managers are located at 5350 Tech Data Drive, Clearwater, FL 33760.

Section 2

2.1 Shares Outstanding; Approval of Merger Agreement.

- a) The number and designation of shares of TD WWP Inc. Stock issued and outstanding prior to the Merger consists of one thousand (1,000) shares of common stock, all of which shares are owned by Tech Data Corporation, a Florida corporation ("TDC") and all of which shares voted in favor of approving the Merger.
- b) TDC is the sole member of TD WWP LLC and voted to approve the Merger.

2.2 Service of Process. TD WWP LLC, as the Surviving LLC, hereby:

- a) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of (i) any obligation of TD WWP Inc. and (ii) the rights of dissenting shareholders, if any, of TD WWP Inc. against the Surviving LLC;
- b) irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such proceeding; and
- c) agrees to pay promptly to dissenting shareholders, if any, of TD WWP Inc. the amount, if any, to which they shall be entitled under the provisions of the Florida Law with respect to the rights of dissenting shareholders.

2.3 Registered Agent and Registered Office. In the State of Florida, the registered agent of TD WWP LLC is David R. Vetter, 5350 Tech Data Drive, Clearwater, FL 33760.

Section 3

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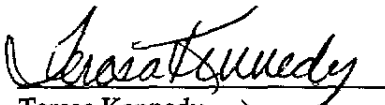
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- 3.1 Governing Law. This Merger Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. TALLAHASSEE, FLORIDA
- 3.2 Amendment. At any time prior to the Effective Date, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Board of Directors of TD WWP Inc. and the Manager of TD WWP LLC to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement, subject to obtaining any necessary shareholder or member approval.
- 3.3 Severability. If any Section, term, provision, or clause thereof in this Merger Agreement is found or held to be invalid or unenforceable in any jurisdiction in which this Merger Agreement is being performed, the remainder of this Merger Agreement shall be valid and enforceable, and the Parties shall negotiate in good faith a substitute valid and enforceable provision which most nearly effects the Parties' intent in entering into this Merger Agreement.
- 3.4 Counterparts. This Merger Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute, collectively, one and the same document.


IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Directors of TD WWP Inc., the Managers of TD WWP LLC, the sole shareholder of TD WWP Inc., and the sole member of TD WWP LLC, is hereby executed on behalf of TDWWP Inc and TD WWP LLC by their respective duly authorized representatives.

ATTEST:

TECH DATA WORLDWIDE PARTNER, INC.,
a Florida corporation

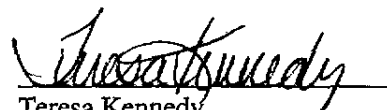

Teresa Kennedy
Corporate Paralegal

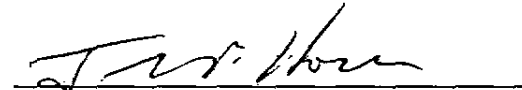
Signed on February 14, 2003


Jeffery P. Howells
Executive Vice President and Chief Financial
Officer
Signed on February 14, 2003

ATTEST:

TECH DATA WORLDWIDE PARTNER, LLC,
a Florida limited liability company


Teresa Kennedy
Corporate Paralegal
Signed on February 14, 2003


Jeffery P. Howells
Manager
Signed on February 14, 2003