

1714000004560

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

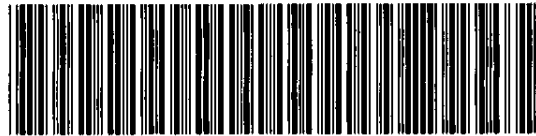
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100290659261

FILED
16 SEP 28 AM 8:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


RECEIVED
DEPARTMENT OF STATE
16 SEP 28 PM 4:11

merger

SEP 29 2016

R. WHITE

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 310576 7116721
AUTHORIZATION : 
COST LIMIT : \$ 78,75

ORDER DATE : September 28, 2016
ORDER TIME : 2:35 PM
ORDER NO. : 310576-035
CUSTOMER NO: 7116721

ARTICLES OF MERGER

SOFTWARE LICENSING CENTER INC.

INTO

SYX NORTH AMERICAN HOLDINGS
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

RECEIVED
DEPARTMENT OF STATE
16 SEP 28 PM 4:11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SYX North American Tech Holdings LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

April Gruder

Contact Person

Systemax Inc.

Firm/Company

11 Harbor Park Drive

Address

Port Washington, NY 11050

City, State and Zip Code

agruder@systemax.com

E-mail address: (to be used for future annual report notification)


For further information concerning this matter, please call:

April Gruder

Name of Contact Person

at (516) 618-7612

Area Code and Daytime Telephone Number

 Certified Copy (optional) \$8.75

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED

16 SEP 28 AM 8:23

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

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

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|--------------------------------|---------------------|-------------------------|
| Software Licensing Center Inc. | Florida | profit corporation |
| | | |
| | | |
| | | |

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

| <u>Name</u> | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|---------------------------------|---------------------|---------------------------|
| SYX North American Holdings LLC | Delaware | limited liability company |

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, 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 the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State: September 30, 2016

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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:

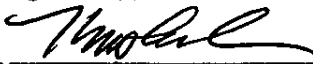

11 Harbor Park Drive, Port Washington, NY 11050

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 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 s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s): | Typed or Printed Name of Individual: |
|---------------------------------|--|---|
| SYX North American Holdings LLC |  | Thomas Axmacher |
| Software Licensing Center Inc. |  | Lawrence Reinhold |
| | | |
| | | |

| | |
|-----------------------------------|--|
| Corporations: | Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i> |
| General Partnerships: | Signature of a general partner or authorized person |
| Florida Limited Partnerships: | Signatures of all general partners |
| Non-Florida Limited Partnerships: | Signature of a general partner |
| Limited Liability Companies: | Signature of a member or authorized representative |

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement"), is made and entered into as of September 27, 2016, by and between SYX North American Tech Holdings, LLC., a Delaware limited liability company ("SYX Tech Holdings") and Software Licensing Center Inc. ("SLC"), a Florida corporation and a wholly owned subsidiary of SYX Tech Holdings. Each of SLC and SYX Tech Holdings are sometimes referred to herein as the "Constituent Entities").

WHEREAS, the Boards of Directors of each of the Constituent Entities have determined that the merger of SLC with and into its sole shareholder, SYX Tech Holdings (the Merger") is advisable and in the best interest of each of the Constituent Entities upon the terms and conditions provided herein; and

WHEREAS, the respective Boards of Directors of each of the Constituent Entities have each unanimously approved this Agreement and the Merger in accordance with (i) the Florida Business Corporations Act (the "FBCA"); (ii) the Delaware Limited Liability Company Act ("DLLCA"); and (iii) the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

Section 1.01 Merger. In accordance with the applicable provisions of this Agreement, FBCA and DLLCA, SLC shall be merged with and into SYX Tech Holdings. Following the Merger, SYX North American Holdings shall continue as the surviving entity (the "Surviving LLC"). The name of the Surviving LLC shall continue as "SYX North American Holdings LLC" and the separate corporate existence of SLC shall cease. The Surviving LLC shall continue to be organized under the laws of the State of Delaware.

1.02 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

- a. This Agreement shall have been adopted and approved by the sole member of SYX Tech Holdings and by the sole shareholder of SLC (the "Requisite Approval");
- b. All of the conditions to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and
- c. The executed Certificate of Merger meeting the requirements of the DLLCA shall have been filed with the Secretary of State of the State of Delaware;
- d. The executed Articles of Merger meeting the requirements of the FBCA, shall have been filed with the Secretary of State of the State of Florida.

Section 1.03 Effective Time. The Merger is to become effective as of 11:59 PM on September 30, 2016 (the "Effective Time").

ARTICLE II

Section 2.01 Articles of Organization. The Articles of Organization of SYX Tech Holdings, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving LLC, without any modification or amendment as a result of the Merger.

Section 2.02 Operating Agreement. The operating agreement of SYX Tech Holdings as in effect immediately prior to the Effective Time, shall be the operating agreement of the Surviving LLC without any modification or amendment as a result of the Merger.

Section 2.03 Directors and Officers. The officers of SYX Tech Holdings in office at and as of immediately prior to the Effective Time will become the officers of the Surviving LLC (retaining their respective positions and terms of office).

ARTICLE III

Section 3.01 Conversion of SLC Shares. At the Effective Time, each share of common stock of SLC ("SLC Stock") issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be cancelled and no cash, stock, or other property shall be delivered in exchange therefore. At the Effective Time, all shares of SLC Stock that are owned by SLC as treasury stock shall be canceled and shall cease to exist and no stock of the Surviving LLC or other consideration shall be delivered in exchange therefore.

ARTICLE IV

Section 4.01 Termination of this Agreement. The Constituent Parties may terminate this Agreement (with the prior authorization of its respective board of directors, if applicable, whether before or after the Requisite Approval) by mutual written consent at any time prior to Effective Time.

Section 4.02 Effect of Termination. If this Agreement is terminated pursuant to Section 4.01 above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party.

ARTICLE V

Section 5.01 Additional Actions. If at any time after the Effective Time, the Surviving LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise in the Surviving LLC its right, title or interest in, to or under any of the rights, properties or assets of SLC as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, each Constituent LLC and its proper officers and directors shall be deemed to have granted to the Surviving LLC an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving LLC and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving LLC are fully authorized in the name of each of the Constituent Parties or otherwise to take any and all such actions.

Section 5.02 Amendment. Subject to applicable laws, this Agreement may be amended at any time

and from time to time if set forth in a writing executed by both parties; provided, however, that any such amendment made after the date of this Agreement has received the Requisite Approval shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of the common stock of the Constituent Entities, (ii) alter or change any term of the Articles of Organization of the Surviving LLC or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of the capital stock of the Constituent Entities.

Section 5.03 Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The parties each acknowledge and agree that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Section 5.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Software Licensing Center Inc.

By: _____



Name: Lawrence Reinhold
Title: President

SYX North American Holdings LLC

By: _____



Name: Thomas Axmacher
Title: Treasurer