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**MERGER OR SHARE EXCHANGE  
COMPUCOM SYSTEMS, INC.**

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*M. Leamer*



## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

**First:**

The name and jurisdiction of the surviving corporation:

CompuCom Systems, Inc.          Delaware

**Second:**

The name and jurisdiction of each merging corporation:

LNS Technologies, Inc.          Florida

**Third:**

The laws of the state under which each corporation that is a party to this merger is incorporated permits such merger.

**Fourth:**

The Agreement and Plan of Merger is attached.

**Fifth:**

The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

**Sixth:**

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 18, 2017 and shareholder approval was not required.

**Seventh:**

The Plan of Merger was adopted by the board of directors of the merging corporation on December 18, 2017 and shareholder approval was not required.

**Eighth:**

It is agreed that, upon the merger becoming effective, the surviving corporation:

- a. Appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the merging Florida corporation; and

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b. Agrees to promptly pay to the dissenting shareholders of the merging Florida corporation the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

**Ninth:**

The principal office of the surviving corporation is 3800 Arco Corporate Drive, Suite 550, Charlotte, North Carolina 28273.

The undersigned corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: December 18, 2017

COMPUCOM SYSTEMS, INC.

Declassified by:  
By: Paul D. Gagnier  
Name: Paul D. Gagnier  
Title: SVP & General Counsel

Dated: December 18, 2017

LNS TECHNOLOGIES, INC.

Declassified by:  
By: John Lorette  
Name: John Lorette  
Title: VP Services

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), is entered into as of December 18, 2017, by and between CompuCom Systems, Inc., a Delaware corporation (the "Parent"), and LNS Technologies, Inc., a Florida corporation (the "Company").

**WHEREAS**, the respective Board of Directors of each of the Parent and the Company have approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware General Corporation Law ("DGCL"), will merge with and into the Parent, with the Parent as the surviving corporation (the "Merger").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 of the DGCL, the Company shall be merged with and into the Parent at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Parent shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with Section 252(c) of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective upon the filing of the Certificate of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the DGCL, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Parent, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Parent, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Parent in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of the Parent in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the certificate of

incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. Directors and Officers. The directors and officers of the Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company, par value \$1.00 per share, that is owned by the Parent or the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Parent issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

COMPUCOM SYSTEMS, INC.

DocuSigned by:  
By: Paul O. Gagnier  
Name: Paul O. Gagnier  
Title: SVP & General Counsel

LNS TECHNOLOGIES, INC.

DocuSigned by:  
By: John Lorette  
Name: John Lorette  
Title: VP Services