

A02000001353

00789-00524-00071 * Plan must include GP Name & Add.

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status 1

Special Instructions to Filing Officer:

2/10
Merger w/ name change
CUS
A02-1353 Survivor

Office Use Only



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MJH

02/07/03--01062--016 *186.25

03 FEB 10 PM 2:06

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DIVISION OF CORPORATION

03 FEB - 7 AM 11:16

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FILINGS, INC. TERESA ROMAN

(Requestor's Name)

2805 LITTLE DEAL ROAD

(Address)

TALLAHASSEE, FLORIDA 32308

(City, State, Zip)

385-6735

(Phone #)

OFFICE USE ONLY

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

1. MAXWELL Aerospace Holdings, LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 2:00

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

NEW FILINGS	
☐	Profit
☐	NonProfit
☐	Limited Liability
☐	Domestication
☐	Other

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

OTHER FILINGS	
☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/ QUALIFICATION	
☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Ken Detzner
Secretary of State

February 7, 2003

FILINGS, INC.

SUBJECT: MAXWELL REAL ESTATE HOLDINGS, LTD.
Ref. Number: A02000001353

We have received your document for MAXWELL REAL ESTATE HOLDINGS, LTD. and your check(s) totaling \$86.25. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Plan of Merger must include the Name and Address of the Survivors General Partner(s).

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) 245-6967.

Michelle Hodges
Document Specialist

Letter Number: 103A00008534

ARTICLES OF MERGER
Merger Sheet

MERGING:

MAXWELL AEROSPACE HOLDINGS, LLC, L01000002185, a Florida Limited Liability Company

INTO

**MAXWELL REAL ESTATE HOLDINGS, LTD. which changed its name to
MAXWELL AEROSPACE HOLDINGS, LTD.,** a Florida entity, A02000001353

File date: February 10, 2003

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following Articles of Merger executed this 31st day of December, 2002 are being submitted in accordance with §§607.1109, 608.4382, and/or 620.203, Florida Statutes.

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Maxwell Aerospace Holdings, LLC 2310 NW 55 th Court, Bay 128 Fort Lauderdale, FL 33309	Florida	Limited Liability Company

Florida Doc./Reg. Number: L01000002185

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>
Maxwell Real Estate Holdings, Ltd. 2310 NW 55 th Court, Bay 128 Fort Lauderdale, FL 33309	Florida	Limited Partnership

Florida Doc./Reg. Number: A02000001353

THIRD: The attached Plan of Merger meets the requirements of §§607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of

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TALLAHASSEE FLORIDA
SECRETARY OF STATE

each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under §§607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner or the surviving entity pursuant to §§607.1108(5), 608.4381(2) and/or 620.202(2), Florida Statutes.

EIGHTH: 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.

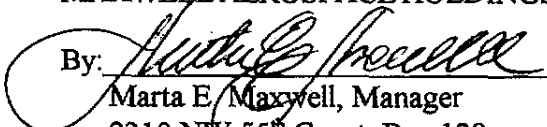
NINTH: The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

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

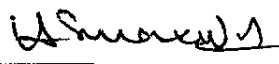
ELEVENTH: Upon completion of the merger, the name of the surviving entity is changed to: Maxwell Aerospace Holdings, Ltd.

TWELFTH: Signatures for each party are as follows:

MAXWELL AEROSPACE HOLDINGS, LLC

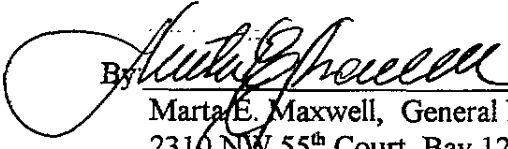
By: 

Marta E. Maxwell, Manager
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

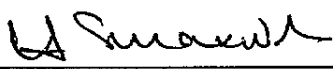
By: 

H. George Maxwell, Manager
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

MAXWELL REAL ESTATE HOLDINGS,
LTD.

By: 

Marta E. Maxwell, General Partner
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

By: 

H. George Maxwell, General Partner
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

PLAN OF MERGER

The following Plan of Merger was adopted and approved this ____ day of December, 2002 by each undersigned party to the merger in accordance with §§607.1107, 617.1103, 608.4381 and/or 620.202 and is being submitted in accordance with §§607.1108, 608.438 and/or 620.201, Florida Statutes.

ARTICLE I: The exact name and jurisdiction of the merging party ("Disappearing Entity") is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Maxwell Aerospace Holdings, LLC	Florida

ARTICLE II: The exact name and jurisdiction of the surviving party ("Surviving Entity") is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Maxwell Real Estate Holdings, Ltd.	Florida

ARTICLE III: The Surviving Entity's General Partners' names and addresses are:

Marta E. Maxwell, General Partner 2310 NW 55 th Court, Bay 128 Fort Lauderdale, FL 33309	H. George Maxwell, General Partner 2310 NW 55 th Court, Bay 128 Fort Lauderdale, FL 33309
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ARTICLE IV: THE MERGER

- (a) Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined in paragraph (b) below) each Disappearing Entity shall be merged (the "Merger") with and into the Surviving Entity in accordance with Florida Law whereupon the separate existence of each Disappearing Entity shall cease, and the Surviving Entity shall continue as set forth in Article IV, below.
- (b) The parties hereto shall cause the Merger to be consummated by filing Articles of Merger with the Florida Secretary of State in such form as required by, and executed in accordance with the relevant provisions of Florida Law and the parties hereto shall make all other filings or recordings required pursuant to Florida Law in connection with the Merger. The Merger shall become effective as of December 31, 2002 (the "Effective Time").
- (c) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Florida Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all property, rights, privileges, powers and franchises of each Disappearing Entity shall vest in the Surviving Entity, and all debts,

liabilities and duties of each Disappearing Entity shall become the debts, liabilities and duties of the Surviving Entity.

ARTICLE V: TERMS AND CONDITIONS OF THE MERGER

- (a) Certificate of Limited Partnership. Subject to Article V hereof, the Certificate of Limited Partnership of the Surviving Entity shall continue as such.
- (b) Limited Partnership Agreement. The Limited Partnership Agreement of the Surviving Entity shall continue as such.
- (c) Partners. The Partners of the Surviving Entity shall continue as such.
- (d) Registered Agent. The Registered Agent of the Surviving Entity shall continue as such.

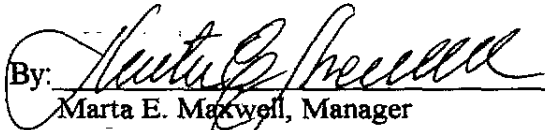
ARTICLE VI: CONVERSION OF SHARES

- (a) In General. The manner and basis of converting the interests, shares, obligations or other securities of the Disappearing Entity into the interests, shares, obligations or other securities of the Surviving Entity, in whole or in part, into cash or other property are as specified at paragraphs (b) and (c) below.
- (b) Conversion of Shares. At the Effective Time, the units of Membership interests, \$1.00 par value, of the Disappearing Entity (the "Shares") outstanding immediately prior to the Effective Time shall be cancelled and extinguished and converted into the right to receive the Merger Consideration (as defined in at paragraph (c) below) payable to the shareholders of the Disappearing Entity upon surrender of the certificates representing the Shares.
- (c) Merger Consideration. The Merger Consideration for the Shares shall be 1 unit of General Partnership Interests and 99 units of Limited Partnership Interests of the Surviving Entity (the "Units"). The Merger Consideration shall be payable in full at the Effective Time. Each 1 Share shall be exchanged for 1 Unit.
- (d) The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows: N/A

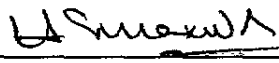
ARTICLE VII Upon completion of the merger, the name of the surviving entity is changed to: Maxwell Aerospace Holdings, Ltd.

ARTICLE VIII: Signatures for each party are as follows:

MAXWELL AEROSPACE HOLDINGS, LLC

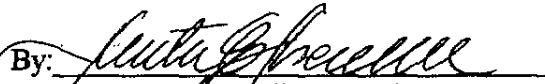
By: 

Marta E. Maxwell, Manager
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

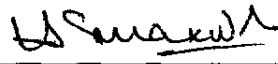
By: 

H. George Maxwell, Manager
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

MAXWELL REAL ESTATE HOLDINGS,
LTD.

By: 

Marta E. Maxwell, General Partner
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309

By: 

H. George Maxwell, General Partner
2310 NW 55th Court, Bay 128
Fort Lauderdale, FL 33309