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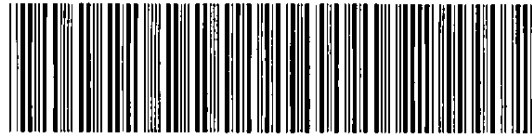
(Business Entity Name)

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STATE OF  
ILLINOIS

2017 JUN 13 AM 10:01

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STATE OF  
ILLINOIS

2017 JUN 13 AM 10:42

JUN 19 2017  
T. LEMIEUX

*Merge*

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

ACCOUNT NO. : I20000000195

REFERENCE : 685057 86972A

AUTHORIZATION :

COST LIMIT :

\$70.00

ORDER DATE : June 15, 2017

ORDER TIME : 9:22 AM

ORDER NO. : 685057-005

CUSTOMER NO: 86972A

ARTICLES OF MERGER

AGIS MERGERCO, INC.

INTO

ADVANCED GROUND INFORMATION  
SYSTEMS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF MERGER**

**FILED**

**OF**

**25th JUNE 2001**

**AGIS MERGERCO, INC.**

**SOUTH FLORIDA  
TALLAHASSEE, FLORIDA**

(a Florida for profit corporation Doc #P17000045037)

**WITH AND INTO**

**ADVANCED GROUND INFORMATION SYSTEMS, INC.**

(a Florida for profit corporation Doc #P04000099549)

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Pursuant to Florida Statutes  
Chapter 607

Pursuant to the applicable sections of Chapters 607 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I**

**State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

<b>Name</b>	<b>State of Organization</b>	<b>Document Filing No.</b>
AGIS MERGERCO, INC.	Florida	P17000045037
ADVANCED GROUND INFORMATION SYSTEMS, INC	Florida	P04000099549

ADVANCED GROUND INFORMATION SYSTEMS, INC., a Florida for profit corporation, shall be the surviving entity.

**ARTICLE II**

**Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III**  
**Approval of Merger**

The Agreement and Plan of Merger was approved by all the shareholders and all directors of AGIS MERGERCO, INC., in accordance with Chapter 607, Florida Statutes, on June 15, 2017.

The Agreement and Plan of Merger was approved (i) by the holders of outstanding stock of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take action at a meeting at which all voting groups and shares entitled to vote thereon are present and voted, and (ii) all directors of ADVANCED GROUND INFORMATION SYSTEMS, INC., in accordance with Chapter 607, Florida Statutes, on June 15, 2017.

**ARTICLE IV**  
**Effective Date**

These Articles of Merger shall become effective on June 15, 2017, at 11:50pm <sup>*filing.*</sup>  
~~Eastern Standard Time.~~

**IN WITNESS WHEREOF**, the undersigned authorized representatives have caused these Articles of Merger to be executed this 15 day of June, 2017.

ADVANCED GROUND INFORMATION SYSTEMS, INC.

By: Malcolm K. Beyer, Jr.  
Malcolm K. Beyer, Jr., Chief Executive Officer  
92 Lighthouse Drive, Jupiter, Florida 33469

By: Margaret R.T. Beyer  
Margaret R.T. Beyer, Secretary  
92 Lighthouse Drive, Jupiter, Florida 33469

AGIS MERGERCO, INC.,

By: Malcolm K. Beyer, Jr.  
Malcolm K. Beyer, Jr., Chief Executive Officer  
92 Lighthouse Drive, Jupiter, Florida 33469

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By: Margaret R.T. Beyer  
Margaret R.T. Beyer, Secretary  
92 Lighthouse Drive, Jupiter, Florida 33469

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**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

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**AGREEMENT AND PLAN OF MERGER AND REORGANIZATION**

among

**AGIS HOLDINGS, INC.,**

**AGIS MERGERCO, INC.,**

**ADVANCED GROUND INFORMATION SYSTEMS, INC.**

Dated as of June 15, 2017

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## AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

**AGREEMENT AND PLAN OF MERGER AND REORGANIZATION**, dated as of June 15, 2017 (this "Agreement"), among AGIS HOLDINGS, INC., a Florida corporation ("Parent"), AGIS MERGERCO, INC., a Florida corporation and a wholly owned subsidiary of Parent ("Merger Sub"), ADVANCED GROUND INFORMATION SYSTEMS, INC., a Florida corporation (the "Company").

### WITNESSETH:

**WHEREAS**, upon the terms and subject to the conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "FBA"), Parent and the Company will enter into a business combination transaction pursuant to which Merger Sub will merge with and into the Company (the "Merger");

**WHEREAS**, the Board of Directors of the Company has (i) determined that the Merger is fair to, and in the best interests of, the Company and its shareholders (the "Shareholders"), (ii) unanimously approved and adopted this Agreement, the Merger, and the other transactions contemplated by this Agreement, and (iii) determined to unanimously recommend that the shareholders of the Company approve and adopt this Agreement and the Merger;

**WHEREAS**, the Boards of Directors of each of Parent and Merger Sub have (i) determined that the Merger is consistent with and in furtherance of the long-term business strategy of Parent and fair to, and in the best interests of, Parent, Merger Sub and their respective shareholders and (ii) approved and adopted this Agreement, the Merger, and the other transactions contemplated by this Agreement;

**WHEREAS**, for Federal income tax purposes, the Merger is intended to qualify as a reorganization under the provisions of Section 368(a)(1)(F) of the United States Internal Revenue Code of 1986, as amended (the "Code");

**WHEREAS**, the Shareholders own 100% of the outstanding shares of common stock, \$0.01 par value, of the Company (the "Company Common Stock");

**WHEREAS**, Parent owns 100% of the outstanding shares of common stock, \$0.01 par value, of Merger Sub (the "Merger Sub Common Stock");

**WHEREAS**, pursuant to the Merger, each share of Company Common Stock shall be converted into the right to one share of Parent's authorized common stock, par value \$0.01 per share ("Parent Common Stock");

**WHEREAS**, pursuant to the Merger, each share of Merger Sub Common Stock outstanding immediately prior to the Merger shall be converted into the right to one share of newly issued Company Common Stock; and



**WHEREAS**, certain capitalized terms used in this Agreement are defined in Section 10.02 of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Merger Sub, the Company and the Stockholders' Representative hereby agree as follows:

## **ARTICLE I**

### **THE MERGER**

SECTION 1.01 The Merger. Upon the terms of this Agreement and subject to the conditions set forth in this Agreement, and in accordance with the FBA, at the Effective Time (as defined in Section 1.02), Merger Sub shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 1.02 Effective Time; Closing. As promptly as practicable following the execution of this Agreement and the approval hereof by the stockholders of the Company and the Merger Sub, the parties hereto shall cause the Merger to be consummated by (i) filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Florida in such form as is required by, and executed in accordance with, the relevant provisions of the FBA and (ii) making all other filings and recordings required under the FBA. The term "Effective Time" means the date and time of the filing of the Articles of Merger (or such later time as may be agreed by each of the parties hereto and specified in the Articles of Merger). Immediately prior to the filing of the Articles of Merger, a closing (the "Closing") will be held at the offices of the Company. The date on which the Closing shall occur is referred to herein as the "Closing Date."

SECTION 1.03 Effect of the Merger. At and after the Effective Time, the Merger shall have the effects as set forth in the applicable provisions of the FBA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

SECTION 1.04 Articles of Incorporation and Bylaws of the Surviving Corporation.

(a) At the Effective Time, the Articles of Incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation, without modification.

(b) At the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation, without modification.

SECTION 1.05 Directors and Officers. The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation, and the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

## ARTICLE II

### MERGER CONSIDERATION; EXCHANGE OF CERTIFICATES

#### SECTION 2.01 Merger Consideration.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any of the following securities:

(i) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 2.01(a)(ii)) shall be converted into the right to receive an equal number of shares of Parent Common Stock;

(ii) each share of Company Common Stock held in the treasury of the Company and each share of Company Stock owned by Parent or any direct or indirect wholly owned subsidiary of Parent or of the Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and no payment or distribution shall be made with respect thereto;

(iii) each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of Company Common Stock. The stock certificate evidencing shares of common stock of Merger Sub shall then evidence ownership of the outstanding shares of common stock of the Surviving Corporation; and

(iv) each share of Parent Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and no payment or distribution shall be made with respect thereto.

## SECTION 2.02 Exchange of Certificates.

(a) Exchange Procedures. At the Effective Time, (i) the Stockholders shall surrender the certificates which immediately prior to the Effective Time represented outstanding shares of Company Common Stock, and Parent shall deliver to each Stockholder a stock certificate representing the Parent Shares to which such holder is entitled pursuant to Section 2.01, and the certificates so surrendered shall forthwith be cancelled; (ii) the Parent shall surrender the certificates which immediately prior to the Effective Time represented outstanding shares of Merger Sub Common Stock, and the Company shall deliver to the Parent a stock certificate representing the shares of Company Common Stock to which such holder is entitled pursuant to Section 2.01, and the certificates so surrendered shall forthwith be cancelled; and (iii) the Company shall surrender the certificates which immediately prior to the Effective Time represented outstanding shares of Parent Common Stock, and the certificates so surrendered shall forthwith be cancelled.

(b) No Further Rights in Company Stock. The shares of Parent Common Stock issued upon the conversion of shares of Company Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Common Stock. The shares of Company Common Stock issued upon the conversion of shares of Merger Sub Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Merger Sub Common Stock.

## ARTICLE III

### ADDITIONAL AGREEMENTS

SECTION 3.01 Company Stockholder Approval. As promptly as practicable, and in accordance with applicable law, the Company's Articles of Incorporation and Bylaws, the Company shall convene a meeting of its stockholders or solicit written consents from its stockholders to obtain their approval and adoption of this Agreement and the other transactions contemplated hereby. The Company shall ensure that the stockholders' meeting is called, noticed, convened and held, or that all written consents are solicited and obtained from the Stockholder, in compliance with applicable law, the Company's Articles of Incorporation and Bylaws, and all other applicable legal requirements.

SECTION 3.02 Merger Sub Stockholder Approval. As promptly as practicable, and in accordance with applicable law, the Merger Sub's Articles of Incorporation and Bylaws, the Merger Sub shall convene a meeting of its stockholders or solicit written consents from its stockholders to obtain their approval and adoption of this Agreement and the other transactions contemplated hereby. The Merger Sub shall ensure that the stockholders' meeting is called, noticed, convened and held, or that all written consents are solicited and obtained from the Parent, in compliance with applicable law, the Merger Sub's Articles of Incorporation and Bylaws, and all other applicable legal requirements.

SECTION 3.03 Plan of Reorganization. This Agreement is intended to constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) of the income tax

regulations promulgated under the Code. From and after the date of this Agreement and until the Effective Time, each party hereto shall use its reasonable best efforts to cause the Merger to qualify, and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken which action or failure to act could prevent the Merger from qualifying as a reorganization under the provisions of Section 368(a)(1)(F) of the Code. Following the Effective Time, neither the Surviving Corporation, Parent nor any of their affiliates shall knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken, which action or failure to act could cause the Merger to fail to qualify as a reorganization under Section 368(a)(1)(F) of the Code.

#### **ARTICLE IV** **GENERAL PROVISIONS**

SECTION 4.01 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 by this Agreement be consummated as originally contemplated to the fullest extent possible.

SECTION 4.02 Assignment; Binding Effect; Benefit. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 4.03 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts executed in and to be performed in that state and without regard to any applicable conflicts of law.

SECTION 4.04 Time of the Essence. For purposes of this Agreement and the transactions contemplated by this Agreement, time is of the essence.

SECTION 4.05 Construction and Interpretation.

(a) For purposes of this Agreement, whenever the context requires, the singular number shall include the plural, and vice versa; the masculine gender shall include the

feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(c) Except as otherwise indicated, all references in this Agreement to "Articles," "Sections," "Schedules" and "Exhibits" are intended to refer to an Article or Section of, or Schedule or Exhibit to, this Agreement.

SECTION 4.06 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 4.07 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail signature) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

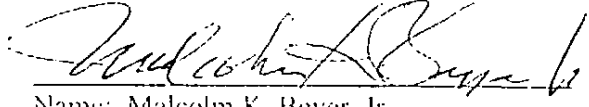
SECTION 4.08 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

**IN WITNESS WHEREOF**, each of Parent, Merger Sub and the Company have executed or has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

*[SIGNATURE PAGES FOLLOW]*

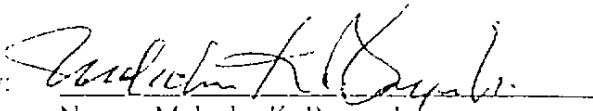
Approved:

AGIS HOLDINGS, INC., Dated: June 15,  
2017

By:   
Name: Malcolm K. Beyer, Jr.  
Title: Chief Executive Officer

**AGIS HOLDINGS, INC., as sole shareholder of  
AGIS Mergerco**

Dated: June 15, 2017

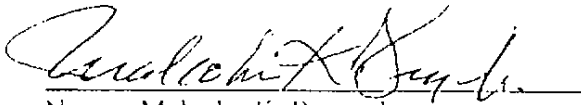
By:   
Name: Malcolm K. Beyer, Jr.  
Title: Chief Executive Officer



Approved:

AGIS MERGERCO, INC.

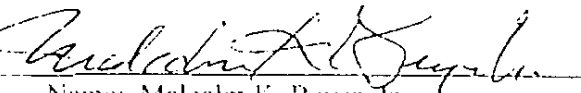
Dated: June 15, 2017

By:   
Name: Malcolm K. Beyer, Jr.  
Title: Chief Executive Officer

Approved:

ADVANCED GROUND INFORMATION  
SYSTEMS, INC.

Dated: June 15, 2017

By: 

Name: Malcolm K. Beyer, Jr.

Title: Chief Executive Officer