

150263  
Florida Department of  
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To:

Division of Corporations  
Fax Number : (850)617-6380

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.  
Account Number : 110432003053  
Phone : (561)694-8107  
Fax Number : (561)694-1639

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**Email Address:** \_\_\_\_\_

**MERGER OR SHARE EXCHANGE  
GABLES ENGINEERING, INC.**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
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2020 FEB -4 AM 9:14

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

20 FEB -4 AM 10:10

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## **ARTICLES OF MERGER**

**(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

| <u>Name</u>              | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|--------------------------|---------------------|--|
| Gables Engineering, Inc. | Florida             | 150263   |

**Second:** The name and jurisdiction of each merging corporation:

| <u>Name</u>        | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|--------------------|---------------------|--|
| Vector Corporation | Florida             | F24577   |
| _____              | _____               | _____  |
| _____              | _____               | _____  |
| _____              | _____               | _____  |
| _____              | _____               | _____  |

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 31, 2020.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 31, 2020.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

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 DEPARTMENT OF STATE  
 DIVISION OF CORPORATIONS  
 FLORIDA

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**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**Gables Engineering, Inc.**

**Gary A. Galimidi, President**

Vector Corporation

Andrew M. Jackson, President

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ST. LOUIS, MO. STATE  
FALL ARRESTED IN FLORIDA

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**"), dated as of February 4, 2020, is by and between Vector Corporation, a Florida corporation (the "**Merging Company**"), and Gables Engineering, Inc., a Florida corporation (the "**Surviving Company**").

**WHEREAS**, the respective Boards of Directors of the Merging Company and the Surviving Company, and the respective shareholders of the Merging Company and the Surviving Company, have each 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 the shareholders; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Company, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Surviving Company, with the Surviving Company 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 Sections 607.1101 through 607.1107 of the FBCA, the Merging Company shall be merged with and into the Surviving Company at the Effective Time (as defined below). Following the Effective Time, the separate corporate existence of the Merging Company shall cease, and the Surviving Company 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 FBCA. For federal income tax purposes, it is understood that the Merger has been structured to qualify as a so-called "tax-free reorganization" under the provisions of Section 368(a)(1)(A) of the United States Internal Revenue Code of 1986, as amended, and that each party will take all actions reasonably necessary to so qualify the Merger.

2. **Effective Time**.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "**Articles of Merger**") complying with Section 607.1105 of the FBCA with the Secretary of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "**Effective Time**").

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

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

4. Directors and Officers. The directors and officers of the Surviving Company 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 articles of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.

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

(a) each share of common stock of the Merging Company (the "**Merging Company Common Stock**"), issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 8.63566269 validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation (the "**Surviving Corporation Common Stock**");

(b) each share of Merging Company Common Stock that is owned by the Surviving Company or the Merging 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

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

6. Stock Certificates. Upon surrender by the stockholders of the Merging Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Merging Company Common Stock to the Surviving Company for cancellation, together with a duly executed letter of transmittal and such other documents as the Surviving Company shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one (1) or more shares of Surviving Corporation Common Stock representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 5 after taking into account all shares of Merging Company Common Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to Section 5, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

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7. Entire Agreement. This Agreement together with the Articles 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.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice of law provision or rule that would cause the application of the laws of any other jurisdiction.

14. 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]

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

**SURVIVING COMPANY:**

~~Cables Engineering, Inc.~~  
a Florida corporation

By

Name: Gary A. Galimidi

Title: President

**MERGING COMPANY:**

Vector Corporation,  
a Florida corporation

By

Name: Andrew M. Jackson

Title: President

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20 FEB -4 AM 10:10  
CLERK OF STATE  
TALLAHASSEE FLORIDA