

301574

(Requestor's Name)

(Address)

CF \$10.00

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

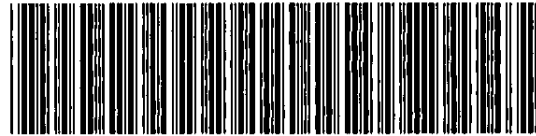
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100121195401

03/26/08--01031--006 **86.25

03/27/08--01002--006 **10.00

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

08 MAR 26 PM 1:57

RECEIVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 MAR 26 PM 3:29

FILED

EFFECTIVE DATE

4/1/08

B. KOHR

MAR 27 2008

EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: RICKY SOTO

DATE: 03/26/2008

REF. #: 000409.83873

EFFECTIVE DATE 4/1/08

FILE
Second
08 MAR 26 PM 3:29
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORP. NAME: DRS C3 SYSTEMS, LLC merging into DRS TRAINING & CONTROL SYSTEMS, INC. and then changing its' name to DRS C3 SYSTEMS, LLC - FILE SECOND

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 525292 FOR \$ 86.25

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- CERTIFIED COPY (NEED 3 SETS) CERTIFICATE OF GOOD STANDING PLAIN STAMPED COPY
 CERTIFICATE OF STATUS

Examiner's Initials

EFFECTIVE DATE 4/1/08

ARTICLES OF MERGER
OF
DRS C3 SYSTEMS, LLC
WITH AND INTO
DRS TRAINING & CONTROL SYSTEMS, INC.

FILED
08 MAR 26 PM 3:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Pursuant to Section 607.1109 of the Florida Business Corporation Act

1. An Agreement and Plan of Merger has been duly adopted providing for the merger of DRS Training & Control Systems, Inc., a Florida corporation, and DRS C3 Systems, LLC, a Delaware limited liability company. DRS Training & Control Systems, Inc. will be the survivor pursuant to section 607.1108 of the Florida Business Corporation Act. The Agreement and Plan of Merger is attached as Exhibit "A". Pursuant to the Agreement and Plan of Merger, all of the outstanding membership interests of DRS C3 Systems, LLC will be acquired by means of a merger of DRS C3 Systems, LLC into DRS Training & Control Systems, Inc., with DRS Training & Control Systems, Inc. being the surviving corporation. In addition, pursuant to the Agreement and Plan of Merger, the Articles of Incorporation of DRS Training & Control Systems, Inc. will be amended to change the name of DRS Training & Control Systems, Inc. to DRS C3 Systems, Inc.

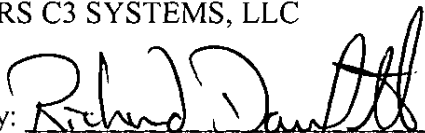
2. The Agreement and Plan of Merger was duly adopted by the unanimous written consent of the board of directors of DRS Training & Control Systems, Inc. on March 18, 2008, and the sole shareholder of DRS Training & Control Systems, Inc. approved the Agreement and Plan of Merger by written consent on March 18, 2008, in accordance with the Florida Business Corporation Act. The Agreement and Plan of Merger was duly adopted by the written consent of the sole manager of DRS C3 Systems, LLC on March 18, 2008, and the sole member of DRS C3 Systems, LLC approved the Agreement and Plan of Merger by written consent on March 18, 2008, in accordance with the applicable laws of the State of Delaware.

3. The effective date of the merger shall be April 1, 2008;

DRS TRAINING & CONTROL SYSTEMS, INC.

By: 
Name: Richard Danforth
Title: President

DRS C3 SYSTEMS, LLC

By: 
Name: Richard Danforth
Title: President

AGREEMENT AND PLAN OF MERGER

BETWEEN

DRS C3 SYSTEMS, LLC

AND

DRS TRAINING & CONTROL SYSTEMS, INC.

AGREEMENT AND PLAN OF MERGER, dated as of March 18, 2008, between DRS Training & Control Systems, Inc., a Florida corporation ("TCS"), and DRS C3 Systems, Inc., a Delaware limited liability company ("C3"), said entities sometimes hereinafter referred to jointly as the constituent entities.

WITNESSETH:

WHEREAS, the board of directors of TCS has approved the merger of DRS EW & Network Systems, Inc., a Delaware corporation ("EWNS"), with and into TCS (with TCS being the surviving corporation (the "EWNS Merger")); and

WHEREAS, conditioned upon the effectiveness of the EWNS Merger, the board of directors of TCS and the manager of C3 have approved and adopted this Agreement and Plan of Merger and deem it advisable that C3 be merged with and into TCS pursuant to this Agreement and Plan of Merger and the applicable laws of the State of Florida and the State of Delaware for purposes of corporate simplification and reduction of expenses; and

WHEREAS, DRS Technologies, Inc., the sole stockholder of TCS and the sole member of C3, have approved the proposed merger of C3 with and into TCS on the terms set forth in this Agreement and Plan of Merger;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, C3 and TCS do hereby agree, each with the other as follows:

Article I

C3 and TCS shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Florida and the State of Delaware, by C3 merging into TCS, and TCS shall be the surviving corporation.

Article II

The merger will become effective on April 1, 2008. Upon the merger becoming effective (the time when the merger shall become so effective being sometimes hereinafter referred to as the "effective date of the merger"):

1. The two constituent entities shall be a single corporation, which shall be TCS as the surviving corporation, and the separate existence of C3 shall cease except to the extent provided by the laws of the State of Delaware in the case of a limited liability company after its merger into a corporation;
2. TCS shall thereupon and thereafter possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, of each of the constituent entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the constituent entities be taken and deemed to be vested in the surviving corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the constituent entities shall not revert or be in any way impaired by reason of the merger;
3. TCS shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the constituent entities; and any claim existing or action or proceeding pending by or against either of the constituent entities may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the constituent entities shall be impaired by the merger;
4. The aggregate amount of the net assets of the constituent entities which was available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the surviving corporation;
5. It is intended that the merger will be effective subsequent to the EWNS Merger (with TCS being the surviving corporation).

Article III

1. The charter of TCS shall be amended as follows, and, as so amended, shall continue in full force and effect and shall constitute the charter of the surviving corporation until further amended in the manner provided by law.

Article I. shall be amended so as to read in its entirety as follows:

Name. The name of this corporation is DRS C3 Systems, Inc.

2. The bylaws of TCS as existing and constituted immediately prior to the effective date of the merger shall be and constitute the bylaws of the surviving corporation.

3. The board of directors, and the members thereof, and the officers of TCS immediately prior to the effective date of the merger shall be and constitute the board of directors, and the members thereof, and the officers of the surviving corporation.

Article IV

On the effective date of the merger, each outstanding membership interest of C3 shall be deemed to be surrendered by its holder and to be of no further force or effect, in exchange for payment of an aggregate of \$1.00, and the shares of TCS shall thereafter constitute the shares of the corporation that shall survive the merger.

Article V

TCS, as the surviving corporation, shall pay all expenses of carrying this Agreement and Plan of Merger into effect and accomplishing the merger herein provided for.

Article VI

If at any time the surviving corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of C3, the proper officers and directors of TCS shall execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the surviving corporation, and otherwise carry out the purposes of this Agreement and Plan of Merger.

Article VII

This Agreement and Plan of Merger shall be deemed to be the Agreement and Plan of Merger of the constituent entities upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Florida and of the State of Delaware, as heretofore amended and supplemented.

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by the mutual consent of the constituent entities evidenced by the appropriate resolutions of their respective board of directors or managers at any time prior to the effective date of the merger.

* * *

2. The bylaws of TCS as existing and constituted immediately prior to the effective date of the merger shall be and constitute the bylaws of the surviving corporation.

3. The board of directors, and the members thereof, and the officers of TCS immediately prior to the effective date of the merger shall be and constitute the board of directors, and the members thereof, and the officers of the surviving corporation.

Article IV

On the effective date of the merger, each outstanding membership interest of C3 shall be deemed to be surrendered by its holder and to be of no further force or effect, in exchange for payment of an aggregate of \$1.00, and the shares of TCS shall thereafter constitute the shares of the corporation that shall survive the merger.

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If at any time the surviving corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of C3, the proper officers and directors of TCS shall execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the surviving corporation, and otherwise carry out the purposes of this Agreement and Plan of Merger.

Article VII


This Agreement and Plan of Merger shall be deemed to be the Agreement and Plan of Merger of the constituent entities upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Florida and of the State of Delaware, as heretofore amended and supplemented.

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by the mutual consent of the constituent entities evidenced by the appropriate resolutions of their respective board of directors or managers at any time prior to the effective date of the merger.

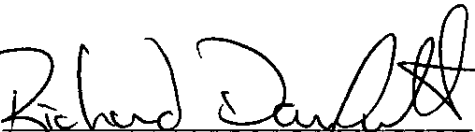
* * *

IN WITNESS WHEREOF, C3 and TCS have caused this Agreement and Plan of Merger to be executed as of the date first set forth above.

DRS C3 SYSTEMS, LLC,
a Delaware limited liability company

By 
Name: Richard Danforth
Title: President

DRS TRAINING & CONTROL SYSTEMS, INC.
a Florida corporation

By 
Name: Richard Danforth
Title: President



800 388-2123

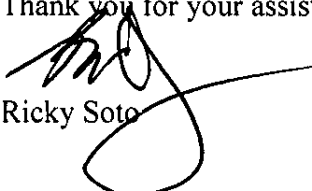
MEMORANDUM

DATE: March 26, 2008
TO: Buck Kohr
FROM: Ricky Soto
RE: Additional funds for Merger Filing

Hi Buck,

Per our phone conversation, attached please find a check for an additional \$10.00 to cover the filing costs for the DRS merger you are working on.

Thank you for your assistance in this matter!


Ricky Soto

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