

826747

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H15000306256 3)))



H150003062563ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

Account Name : INCORP SERVICES INC
Account Number : I20120000007
Phone : (702) 866-2500
Fax Number : (702) 866-2689

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: Documents@incorp.com

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

15 DEC 30 AM 4:08

FILED

MERGER OR SHARE EXCHANGE

Cubic Simulation Systems, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

merger
DEC 31 2015
K. WHITE

15 DEC 30 AM 11:40

FILED

H1500030625703

ARTICLES OF MERGER**MERGING**

CUBIC ADVANCED LEARNING SOLUTIONS, INC.
(a Florida corporation)

WITH AND INTO

CUBIC SIMULATION SYSTEMS, INC.
(a Delaware corporation)

It is hereby certified that:

1. Cubic Simulation Systems, Inc. is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 100 shares of common stock, \$0.001 par value per share, of which the total number of issued and outstanding shares of common stock is 100 shares ("CSS").
2. Cubic Advanced Learning Solutions, Inc. is a corporation organized and existing under the laws of the State of Florida, authorized to issue one class of stock, consisting of 1,500 shares of common stock, no par value, of which the total number of issued and outstanding shares of common stock is 1,500 shares ("CALS").
3. CSS and CALS are wholly owned subsidiaries of Cubic Corporation.
4. An Agreement and Plan of Merger (the "Merger Agreement"), dated as of December 10, 2015, between CSS and CALS has been approved, adopted, certified, executed and acknowledged by CSS and CALS in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware and Section 607.1107 of the Florida Business Corporation Act, and is attached hereto as Exhibit A.
5. The Merger Agreement was approved by Cubic Corporation, the sole stockholder of CSS and CALS, on December 10, 2015.
6. CALS hereby merges with and into CSS, with CSS being the surviving corporation. The name of the surviving corporation in the merger herein certified is "Cubic Simulation Systems, Inc.", which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.
7. The Certificate of Incorporation of CSS in effect as of the date of the merger shall be the Certificate of Incorporation of the surviving corporation unless and until amended in accordance with its terms and applicable law.

H150003062563

H/5000 306256 3

8. The executed Merger Agreement is on file at the principal place of business of CSS, the address of which is as follows:

Cubic Simulation Systems, Inc.
2001 W. Oak Ridge Road
Orlando, Florida 32809-3803

9. CSS will furnish a copy of the Merger Agreement, on request and without cost, to any stockholder of CSS or CALS, as applicable.

10. The merger shall become effective in the State of Florida upon the filing of these Articles of Merger with the Office of the Secretary of State of the State of Florida.

[Signature page follows]

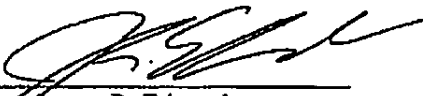
H/5000 306256 3

H150003062563

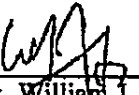
IN WITNESS HEREOF, each party has caused this certificate to be signed by its President and Secretary this 10th day of December, 2015.

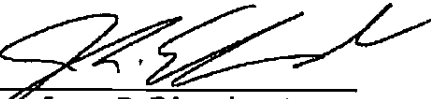
CUBIC SIMULATION SYSTEMS, INC.

By: 
Name: William J. Toti
Title: President

By: 
Name: James R. Edwards
Title: Secretary

CUBIC ADVANCED LEARNING SOLUTIONS, INC.

By: 
Name: William J. Toti
Title: President

By: 
Name: James R. Edwards
Title: Secretary

H150003062563

H150003062563

Exhibit A

Agreement and Plan of Merger

(see attached)

H150003062563

H150003062563

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 10, 2015 (this "Agreement"), between Cubic Simulation Systems, Inc., a Delaware corporation ("CSS"), and Cubic Advanced Learning Solutions, Inc., a Florida corporation ("CALS").

WITNESSETH:

WHEREAS, CSS is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 100 shares of common stock, \$0.001 par value per share, of which the total number of issued and outstanding shares of common stock is 100 shares;

WHEREAS, CALS Services, Inc. is a corporation organized and existing under the laws of the State of Florida, authorized to issue one class of stock, consisting of 1,500 shares of common stock, no par value, of which the total number of issued and outstanding shares of common stock is 1,500 shares;

WHEREAS, Cubic Corporation owns 100% of the issued and outstanding shares of capital stock of CSS and CALS;

WHEREAS, CSS desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of CALS by means of a merger of CALS with and into CSS;

WHEREAS, Section 252 of the Delaware General Corporation Law (the "DGCL") and Section 607.1107 of the Florida Business Corporation Act (the "FBCA") authorize the merger of a Florida corporation with and into a Delaware corporation;

WHEREAS, CALS now desires to merge with and into CSS (the "Merger"), following which CSS shall be the surviving corporation;

WHEREAS, the Board of Directors of each of CSS and CALS has authorized, adopted and approved this Agreement and the consummation of the Merger; and

WHEREAS, Cubic Corporation, as the sole stockholder of each of CSS and CALS has authorized, adopted and approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto agree as follows:

H150003062563

H15000306256 3

ARTICLE I.**THE MERGER****Section 1.01. The Merger.**

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the parties hereto shall determine, CALS shall merge with and into CSS, upon which CSS shall be the surviving corporation and shall (i) file a certificate of merger ("Certificate of Merger") with the Secretary of State of the State of Delaware and articles of merger with the Secretary of State of the State of Florida and (ii) make all other filings or recordings required by the States of Delaware and Florida or any other jurisdiction in connection with the Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the Office of the Secretary of State of the State of Delaware, or such later date as may be required by the laws of the State of Delaware or the State of Florida (the "Effective Date").

(b) On the Effective Date, CALS shall be merged with and into CSS, whereupon the separate existence of CALS shall cease, and CSS shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 252 of the DGCL and Section 607.1107 of the FBCA.

Section 1.02. Cancellation of Stock; Continuation of Capital Stock of Surviving Corporation.

(a) The issued and outstanding shares of capital stock of CALS shall not be converted or exchanged in any manner, and each such share as of the applicable Effective Date shall be cancelled and extinguished, for no consideration.

(b) The issued and outstanding shares of capital stock of CSS shall not be converted, exchanged or affected in any manner, and each such share which is issued and outstanding as of the Effective Date shall continue to represent one (1) issued share of the Surviving Corporation.

ARTICLE II.**THE SURVIVING ENTITY****Section 2.01. Certificate of Incorporation and Bylaws.**

The Certificate of Incorporation and Bylaws of CSS in effect as of the Effective Date are not amended by the Merger and shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation unless and until amended in accordance with their terms and applicable law.

H15000306256 3

H150003062563

Section 2.02. Officers.

The individuals serving as officers of CSS immediately prior to the Merger will continue to serve as officers of the Surviving Corporation upon the effectiveness of the Merger, with such persons having the same title at the Surviving Corporation as such persons had at CSS.

ARTICLE III.

**TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES**

Section 3.01. Transfer, Conveyance and Assumption.

Upon the Effective Date, CSS shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of CALS, and all of the assets and property of whatever kind and character of CALS shall vest in CSS without further act or deed; thereafter CSS, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of CALS, and any claim or judgment against CALS may be enforced against CSS, as the Surviving Corporation, in accordance with Section 252 of the DGCL and Section 607.1106 of the FBCA.

Section 3.02. Further Assurances.

If at any time CSS shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in CSS the title to any property or right of CALS, or otherwise carry out the provisions hereof, the proper representatives of CALS, as of the Effective Date, shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation; and otherwise to carry out the provisions hereof.

ARTICLE IV.

TERMINATION

Section 4.01. Termination.

This Agreement may be terminated and the proposed Merger may be abandoned at any time prior to the Effective Date.

Section 4.02. Effect of Termination.

If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

H150003062563

H150003062563

ARTICLE V.

MISCELLANEOUS

Section 5.01. Amendment; Waiver.

Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Date by an amendment or waiver signed by a duly authorized representative of each of the parties hereto.

Section 5.02. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 5.03. Reorganization; Liquidation.

This Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), or as a plan of liquidation pursuant to Section 332 of the Code.

Section 5.04. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

Section 5.05. Counterparts; Effectiveness.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when signed by each of the parties hereto.

[Signature page follows]

H150003062563