

FD10000004652

Division of Corporations

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Florida Department of State
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MERGER OR SHARE EXCHANGE

CAE USA, Inc.

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Merger (a)

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8/30/2007



August 31, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ACUSOFT, INC.
11869 HIGH TECH AVE.
ORLANDO, FL 32817US

SUBJECT: ACUSOFT, INC.
REF: V39401

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

You failed to make the correction(s) requested in our previous letter.

The current name of the entity is as referenced above. Please correct your document accordingly.

The merging corporation ACUSOFT, INC. has a (comma) in the name.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6964.

Irene Albritton
Document Specialist

Letter Number: 507A00052412

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2007 AUG 31 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314



August 30, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CAE USA, INC.
PO BOX 15000
TAMPA, FL 33684-500

SUBJECT: CAE USA, INC.
REF: F01000004652

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

There's a (comma) in the corporate names.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6964.

Irene Albritton
Document Specialist

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DIVISION OF CORPORATIONS
07 AUG 30 AM 9:13

**ARTICLES OF MERGER
OF
ACUSOFT, INC.
(a Florida corporation)**

**WITH AND INTO
CAE USA, INC.
(a Delaware corporation)**

Pursuant to Sections 607.1105
of the Florida Business Corporation Act

Pursuant to Sections 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

ARTICLE I

State of Incorporation: Surviving Corporation

Name	State of Incorporation
CAE USA, Inc.	Delaware

ARTICLE II

State of Incorporation: Merging Corporation

Name	State of Incorporation
Acusoft, Inc.	Florida

ARTICLE III

Plan of Merger

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

ARTICLE IV

Effective Time

These Articles of Merger shall become effective on August 31st, 2007.

ARTICLE V

Approval of the Plan Acusoft Board and Shareholder

On July 30th 2007 the Board of Directors of Acusoft, Inc. adopted via unanimous written consent the Agreement and Plan of Merger.

On July 30th 2007 the sole shareholder of Acusoft adopted by written consent the Agreement and Plan of Merger.

ARTICLE VI

Approval of the Plan CAE USA Board and Shareholder

On June 27th 2007 the Board of Directors of CAE USA, Inc. adopted via unanimous written consent the Agreement and Plan of Merger.

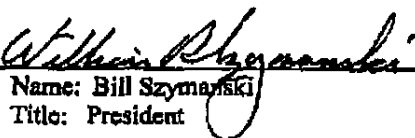
On July 30th 2007, the sole stockholder of CAE USA, Inc. adopted via written consent the Agreement and Plan of Merger.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned Presidents of the constituent corporations have caused these Articles of Merger to be executed this 30th day of August 2007.

ACUSOFT, INC.,
a Florida corporation

By: _____


Name: Bill Szymanski
Title: President

CAE USA, INC.,
a Delaware corporation

By: _____

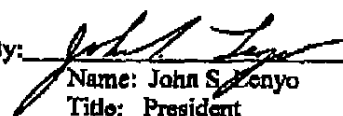

Name: John S. Lenyo
Title: President

Exhibit A

PLAN OF MERGER

This Agreement is dated as of August 30th, 2007 (this "Agreement"), by and among Acusoft, Inc., a Florida corporation (the "Merging Corporation"), and CAE USA, Inc., a Delaware corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

The Merging Corporation and the Surviving Corporation desire to effect a merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation as provided in this Agreement.

The boards of directors and shareholders of the Constituent Corporations have approved the Merger. This Agreement sets forth a plan of merger pursuant to the provisions of the Florida Business Corporation Act ("FBCA") and an agreement of merger pursuant to the provisions of the Delaware General Corporation Law ("DGCL").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Corporation shall merge into the Surviving Corporation.

(b) Pursuant to the Merger, the certificate of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the certificate of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the directors and officers of Surviving Corporation shall be those persons identified in Appendix A of this Agreement each to hold office until their respective successors are duly elected or appointed and qualify in the manner provided in the certificate of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Corporation immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Corporation after the Effective Time. At and after the Effective Time, the separate corporate existence of the Merging Corporation shall cease.

(e) All assets and property (including, without limitation, real, personal and mixed, tangible and intangible, choses in action, rights and credits) then owned by each of the Constituent Corporations, or which would inure to the benefit of either of such Constituent Corporations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Corporation. The Surviving Corporation shall be deemed to be a

continuation of the entity of each of the Constituent Corporations, and shall succeed to the rights and obligations of each respective Constituent Corporation, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties, including but not limited to the obligations of the Merging Corporation pursuant to stock options, warrants and convertible debt instruments, of either of the Constituent Corporations shall, at the Effective Time, become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. All corporate acts, plans (including but not limited to stock option plans), policies, arrangements, approvals and authorizations of the Merging Corporation, its shareholders, board of directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Merging Corporation.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement: (i) the authorized capital stock of the Merging Corporation consists of 100,000 shares of common stock, \$.01 par value per share ("Florida Common Stock"), of which 1,024 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Florida Common Stock.

(b) As of the date of this Agreement: (i) the authorized capital stock of the Surviving Corporation consists of 5,000 shares of common stock, \$0.01 par value per share ("Delaware Common Stock"), of which 1,000 shares are issued and outstanding, and (ii) there are no outstanding warrants, options, conversion privileges, preemptive rights, or other rights or agreements to purchase or otherwise acquire or issue any Delaware Common Stock.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION INTO SHARES OF THE SURVIVING CORPORATION.

(a) Each share of Florida Common Stock which shall be issued and outstanding at the Effective Time, including shares held in the treasury shall cease to be outstanding and shall be automatically converted into one share of Delaware Common Stock, and each issued certificate which, immediately prior to the Effective Time, represented shares of Florida Common Stock, shall thereafter be deemed to represent the same number of shares of Delaware Common Stock.

(b) At the Effective Time, each share of capital stock of the Surviving Corporation which shall be issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the holders of the capital stock of the Merging Corporation and the Surviving Corporation in the manner required by the FBCA and the DGCL, respectively, and the respective articles of incorporation or certificate of incorporation, as the case may be, and bylaws of the Constituent Corporations.

(b) Receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

The Surviving Corporation and the Merging Corporation shall cause a certificate of merger ("Certificate of Merger") and articles of merger ("Articles of Merger") meeting the requirements of the DGCL and the FBCA, respectively, to be properly executed and filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida. The Merger shall become effective on August 31, 2007 (the "Effective Time").

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of the Merging Corporation, the officers and directors of the Surviving Corporation, in the name and on behalf of each of the Constituent Corporations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the boards of directors of the Constituent Corporations, whether before or after the approval of this Agreement by the shareholders of either or both of the Constituent Corporations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of either of the Constituent Corporations or of their respective directors, officers, employees, agents, shareholders or incorporators.

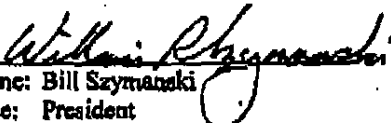
(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement between them, amend, modify or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the shareholders of either or both of the Constituent Corporations which changes the terms of this Agreement in a way which is materially adverse to the shareholders of the Constituent Corporations unless such amendment is approved by such shareholders.

SECTION 8. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Delaware.

SECTION 9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf by its officers duly authorized, as of the date first above written.

ACUSOFT, INC.,
a Florida corporation

By: 
Name: Bill Szymanski
Title: President

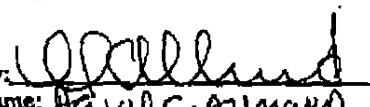
Attest:

By: 
Name: LANA LIU
Title: TREASURER

CAE USA, INC.,
a Delaware corporation

By: 
Name: John Lenyo
Title: President & General Manager

Attest:

By: 
Name: David C. Almand
Title: Secretary

APPENDIX A

**DIRECTORS AND OFFICERS OF
SURVIVING CORPORATION**

DIRECTORS

Douglas J. Katz
John S. Lenyo
Ellis D. Parker
Michael E. Ryan
Leighton Smith
Michael J. Williams
Marc Parent
Martin Gagne
Peter J. Schoomaker

OFFICERS

John S. Lenyo	President and General Manager Military Simulation and Training
David Allmand	Secretary
John Atkinson	Treasurer