

Division of Corporations

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## MERGER OR SHARE EXCHANGE GENERAL DYNAMICS OTS (AEROSPACE), INC.

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DEC 20 2013  
J. LEMIEUX

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
General Dynamics OTS (Orlando), Inc.	Florida	Corporation
General Dynamics OTS (Aerospace), Inc.	Washington	Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
General Dynamics OTS (Aerospace), Inc.	Washington	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:  
January 1, 2014

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

General Dynamics OTS (Aerospace), Inc.

11714 North Creek Parkway N., Suite 200



Bothell, WA 98011

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH: Signature(s) for Each Party:**

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
General Dynamics OTS (Orlando), Inc.		Del S. Dameron
General Dynamics OTS (Aerospace), Inc.		Del S. Dameron

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

**AGREEMENT AND PLAN OF MERGER**  
**of**  
**GENERAL DYNAMICS OTS (ORLANDO), INC.**  
**with and into**  
**GENERAL DYNAMICS OTS (AEROSPACE), INC.**

December 19, 2013

This Agreement and Plan of Merger (this "Agreement"), dated as of December 19, 2013, is made pursuant to Sections 607.1101 and 607.1107 of the Florida Business Corporation Act (the "FBCA") and Sections 23B.11.010 and 23B.070 of the Washington Business Corporation Act (the "WBCA"), by and between General Dynamics OTS (Orlando), Inc., a Florida corporation (the "Merged Corporation"), and General Dynamics OTS (Aerospace), Inc., a Washington corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation are sometimes referred to individually as a "Constituent Party" and collectively as the "Constituent Parties."

**RECITALS**

**WHEREAS**, the Constituent Parties desire that the Merged Corporation merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Florida and the State of Washington;

**WHEREAS**, in the manner provided for in the FBCA, the Board of Directors of the Merged Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Merged Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole shareholder of the Merged Corporation the approval and adoption of the Agreement and the Merger;

**WHEREAS**, in the manner provided for in the FBCA, the sole shareholder of the Merged Corporation has (i) reviewed this Agreement and the Merger and (ii) approved and adopted this Agreement and the Merger;

**WHEREAS**, in the manner provided for in the WBCA, the Board of Directors of the Surviving Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Surviving Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole shareholder of the Surviving Corporation the approval and adoption of the Agreement and the Merger;

**WHEREAS**, in the manner provided for in the WBCA, the sole shareholder of the Surviving Corporation has (i) reviewed this Agreement and the Merger and (ii) approved and adopted this Agreement and the Merger; and

**NOW, THEREFORE**, the Constituent Parties do hereby covenant and agree as follows:

## ARTICLE I

### Effective Time

1.1 The effective date and time of the Merger will be January 1, 2014 at 12:01 a.m., Eastern time (the "Effective Time").

## ARTICLE II

### The Merger

At the Effective Time, the Constituent Parties agree that the following actions shall be taken:

2.1 In accordance with the applicable provisions of the FBCA and WBCA, the Merged Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be the survivor of the Merger.

2.2 The separate existence of the Merged Corporation shall cease, except insofar as it may be continued by statute or in order to carry out the purposes of this Agreement. All of the Merged Corporation's (i) rights, franchises and interests in and to all types of assets, properties and choses in action, (ii) employees, and (iii) liabilities and obligations, shall be transferred to and vested in the Surviving Corporation by virtue of the Merger, without further act or deed, and all claims, demands, properties and other interests of the Merged Corporation shall be the property of the Surviving Corporation.

2.3 The Articles of Incorporation and Bylaws of the Surviving Corporation shall remain in effect and are not amended by the Merger.

2.4 The directors of the Surviving Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, and the officers of the Surviving Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

2.5 The address of the Surviving Corporation shall be 11714 North Creek Parkway N., Suite 200, Bothell, Washington 98011.

2.6 The Constituent Parties each intend and agree that, for income tax purposes, the Merger shall constitute a "statutory merger or consolidation," within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and all parallel provisions of applicable state and local law, of the Merged Corporation and the Surviving Corporation, with the Surviving Corporation surviving the Merger, and that this Agreement constitutes the "plan of reorganization" adopted by the Constituent Parties.

### **ARTICLE III**

#### **Effects of the Merger**

3.1 All shares of stock of the Merged Corporation outstanding at the Effective Time shall be cancelled at the Effective Time and shall not be converted into shares of stock of the Surviving Corporation. Neither the Merged Corporation nor its shareholder shall receive any cash, property, rights or securities as a result of the Merger.

3.2 None of the shares of stock of the Surviving Corporation outstanding at the Effective Time shall be converted or exchanged as a result of the Merger, and all of such shares of stock of the Surviving Corporation that are outstanding at the Effective time shall remain outstanding immediately after the Effective Time.

### **ARTICLE IV**

#### **Further Assurances**

4.1 If at any time the Surviving Corporation shall consider 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 asset, property or right of the Merged Corporation, then the proper officers of the Merged Corporation shall execute all such proper assignments and assurances in law and do all things necessary or proper to effectuate such vesting and the Merger.

### **ARTICLE V**

#### **Amendment and Termination**

5.1 At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing unanimously approved by all of the shareholders of the Merged Corporation and all of the shareholders of the Surviving Corporation.

5.2 Notwithstanding approval and adoption of this Agreement by the Constituent Parties and their respective sole shareholder, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual consent of the Constituent Parties.

**ARTICLE VI**

**Governing Law**

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Washington to be applied.

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**IN WITNESS WHEREOF**, the Constituent Parties have caused this Agreement and Plan of Merger to be duly executed on the date first written above.

**GENERAL DYNAMICS OTS (ORLANDO), INC.**  
a Florida corporation

By:   
Name: Del S. Dameron  
Title: President and Secretary

**GENERAL DYNAMICS OTS (AEROSPACE), INC.**  
a Washington corporation

By:   
Name: Del S. Dameron  
Title: Vice President and Secretary