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Division of Corporations

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U.S. DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
CURTISS-WRIGHT CONTROLS INTEGRATED SENSING, INC.**

Certificate of Status	0
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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> (If known/ applicable)
<u>Curtiss-Wright Controls Integrated Sensing, Inc.</u>	<u>Delaware</u>	<u>F13000005387</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Predator Systems, Inc.</u>	<u>Florida</u>	<u>M69710</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 12:01 a.m. Eastern time
Jan. / 1 / 2014 (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.)

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 December 12, 2013.

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 December 12, 2013.

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)

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Curtiss-Wright Controls Integrated Sensing, Inc.

De Klerk

Robert H. Shaw, Vice Pres. and Assistant Secretary

Predator Systems, Inc.

DeBhar

Robert H. Shaw, Vice Pres. and Secretary

AGREEMENT AND PLAN OF MERGER

BETWEEN

PREDATOR SYSTEMS, INC.

(a Florida Corporation)

AND

CURTISS-WRIGHT CONTROLS INTEGRATED SENSING, INC.

(a Delaware Corporation)

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of December 12, 2013, by and between Predator Systems, Inc., a Florida corporation ("PSI"), and Curtiss-Wright Controls Integrated Sensing, Inc., a Delaware corporation ("CWCIS").

WHEREAS, pursuant to the transactions contemplated by this Agreement, and on the terms and conditions contained herein and in accordance with the General Corporation Law of the State of Delaware, as amended (the "DGCL") and the Florida Business Corporation Act, as amended (the "FBCA"), PSI will merge with and into CWCIS, with CWCIS as the surviving corporation (the "Merger");

WHEREAS, PSI and CWCIS are each wholly-owned subsidiaries of Curtiss-Wright Controls, Inc., a Delaware corporation ("Parent");

WHEREAS, the respective Boards of Directors of PSI and CWCIS have approved this Agreement and the Merger as required by the applicable provisions of each of the DGCL and the FBCA, in each case after making a determination that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, each of PSI, CWCIS and Parent; and

WHEREAS, Parent has authorized and approved in all respects the Merger and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

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:

ARTICLE I

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined in Section 1.2 hereof) and in accordance with the DGCL and the FBCA, PSI shall merge with and into CWCIS, and CWCIS shall be the surviving corporation in the Merger (the "Surviving Corporation"). At the Effective Time, the separate existence of PSI shall cease and the other effects of the Merger shall be as set forth herein and in the applicable provisions of the DGCL and the FBCA.

1.2 Closing; Effective Time. The closing of the Merger (the "Closing") shall take place on January 1, 2014. At or prior to the Closing, the proper officers of each of PSI and CWCIS shall cause (i) a Certificate of Merger complying with the DGCL to be executed and filed with the Secretary of State of the State of Delaware and (ii) Articles of Merger complying with the FBCA to be executed and filed with the Florida Department of State, Division of Corporations, in each case in accordance with the applicable provisions of the DGCL and the FBCA. The Merger shall become effective at 12:01 a.m. Eastern time on the date of the Closing (the "Effective Time"), which time and date shall be specified in the Certificate of Merger and Articles of Merger contemplated by this Section 1.2. This Agreement may be terminated prior to the Effective Time by either PSI or CWCIS by written notice from the terminating party to the other party.

1.3 Certificate of Incorporation. The Certificate of Incorporation of CWCIS, as in effect immediately prior to the Effective Time, shall continue to be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time until thereafter altered, amended or repealed as provided therein and in accordance with applicable law.

1.4 Bylaws. The Bylaws of CWCIS, as in effect immediately prior to the Effective Time, shall continue to be the Bylaws of the Surviving Corporation from and after the Effective Time until thereafter altered, amended or repealed as provided therein and in accordance with applicable law.

1.5 Directors. The directors of CWCIS immediately prior to the Effective Time shall continue to be, from and after the Effective Time, the directors of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified or their earlier resignation or removal.

1.6 Officers. The officers of CWCIS immediately prior to the Effective Time shall continue to be, from and after the Effective Time, the officers of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified or their earlier resignation or removal.

ARTICLE II

CONVERSION OF SECURITIES

2.1 PSI Common Stock. Each share of Common Stock of PSI, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Parent or PSI, automatically be canceled and retired and cease to exist and no cash, stock, securities or other property shall be delivered in exchange therefor.

2.2 CWCIS Common Stock. Each share of Common Stock of CWCIS, no par value, issued and outstanding immediately prior to the Effective Time shall be unchanged and shall remain issued and outstanding as Common Stock of the Surviving Corporation.

ARTICLE III

MISCELLANEOUS

3.1 Effect of Merger; Assumption of Liabilities. At the Effective Time, PSI shall be deemed merged into CWCIS as provided by the DGCL, the FBCA and this Agreement. All rights, privileges and powers of PSI, and all property, real, personal and

mixed, and all debts due to PSI, as well as all other things and causes of action belonging to PSI, shall be transferred to, vested in and assumed by the Surviving Corporation, as provided by the DGCL and the FBCA. All rights of creditors and all liens upon any property of PSI shall be preserved and all debts, liabilities and duties of PSI shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred and contracted by the Surviving Corporation. PSI shall not be required to wind up its affairs or pay its liabilities or distribute its assets under the DGCL or the FBCA.

3.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements or understandings with respect thereto, both written and oral.

3.3 Amendments and Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment by each party hereto, or in the case of a waiver by the party against whom the waiver is to be effective.

3.4 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. This Agreement is for the sole benefit of the parties hereto and, except as otherwise contemplated herein, nothing herein, expressed or implied, shall give or be construed to give any other person any legal or equitable rights under this Agreement.


3.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be wholly performed within such State, and, to the extent applicable, the laws of the State of Florida involving mergers of Florida entities.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


[Signature Page Follows]

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

PREDATOR SYSTEMS, INC.

By: 
Name: Robert H. Shaw
Title: Vice President and Secretary

**CURTISS-WRIGHT CONTROLS
INTEGRATED SENSING, INC.**

By: 
Name: Robert H. Shaw
Title: Vice President and
Assistant Secretary