

H61988

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 JUL 27 PM 3:02

FILED

Account Number FCA000000017

Reference:
(Sub Account)

Date:

July 27, 2001

Requestor Name:

Carlton Fields

RECEIVED
7/30/01

Address:

Post Office Box 190
Tallahassee, Florida 32302

Merger

Telephone:

(850) 224-1585

Contact Name:

~~Kim Pullen~~ (261) *Joan*

Corporation Name:

Reflectone Training Systems, Inc.

800004501878--7

Entity Number (if applicable):

Authorization:

J. Perrenat

☒ *Art. of Merger*

Certified Copy (1-9)

UCC'S

Certificate of Status

☒ *Art. of Merger*

New Filings

Plain Stamped Copy

Annual Report

Fictitious Name

Amendments

Registration

(X) Call When Ready

(X) Call if Problem

(X) Walk In

() Will Wait

() Mail Out

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2001 JUL 27 AM 10:29
NOT INTENDED
TO ACKNOWLEDGE
FILING
4:30 PM

10/27/01

CF Internal Use Only

Client: 44793

Matter: 03045

ARTICLES OF MERGER
Merger Sheet

MERGING:

REFLECTONE TRAINING SYSTEMS, INC., a Delaware corporation 851814

INTO

CAE USA INC., a Florida entity, H61988

File date: July 27, 2001, effective July 30, 2001

Corporate Specialist: Annette Ramsey

Account number: FCA000000017

Amount charged: 78.75

EFFECTIVE DATE
7/30/01

**ARTICLES OF MERGER
OF
REFLECTONE TRAINING SYSTEMS, INC.
(a Delaware corporation)
WITH AND INTO
CAE USA INC.
(a Florida corporation)**

FILED
JUL 27 PM 3:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1105 and 607.1107
of the Florida Business Corporation Act

Pursuant to Sections 607.1105 and 607.1107 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I
State of Incorporation; Surviving Corporation**

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

Name	State of Incorporation
CAE USA Inc.	Florida
Reflectone Training Systems, Inc.	Delaware

CAE USA Inc., a Florida corporation, shall be the surviving corporation.

**ARTICLE II
Plan of Merger**

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

**ARTICLE III
Approval of the Plan**

The Board of Directors of CAE USA Inc. reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 607.0821 of the FBCA duly adopted the Agreement and Plan of Merger, (the "Agreement and Plan of Merger"), dated 17 July, 2001, by and between CAE USA Inc., a Florida corporation, and Reflectone Training Systems, Inc., a Delaware corporation, and presented the Agreement and Plan of Merger to the sole shareholder of CAE USA Inc. in accordance with Section 607.1101 of the FBCA. Thereafter the Agreement and Plan of Merger was approved by the sole shareholder of CAE USA Inc. on 17 July, 2001 pursuant to an action by written consent in accordance with Section 607.0704.

The Board of Directors of Reflectone Training Systems, Inc. reviewed, considered, and pursuant to unanimous action by written consent in accordance with Section 141 of the Delaware General Corporation Law ("DGCL") duly adopted the Agreement and Plan of Merger, as of 17 July, 2001, and deemed the Agreement and Plan of Merger advisable and presented the same to the sole stockholder of Reflectone Training Systems, Inc. in accordance with Section 252 of the DGCL. Thereafter the sole stockholder of Reflectone Training Systems, Inc. approved the Agreement and Plan of Merger on 17 July, 2001 pursuant to an action by written consent in accordance with Section 228 of the DGCL.

ARTICLE IV
Effective Time

These Articles of Merger shall become effective on July 30, 2001 at 12:02 a.m. Eastern Daylight Time.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned President of the constituent corporations have caused these Articles of Merger to be executed this 17 day of July, 2001.

CAE USA INC.,
a Florida corporation

By: John S. Lenyo
John S. Lenyo
President

REFLECTONE TRAINING SERVICES, INC.,
a Delaware corporation

By: John S. Lenyo
John S. Lenyo
President

AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of July 17, 2001 (this "Agreement"), by and among Reflectone Training Systems, Inc., a Delaware corporation (the "Merger Corporation"), and CAE USA Inc., a Florida 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 of the Constituent Corporations have approved the Merger and directed that this Agreement be submitted to their respective shareholders for adoption. 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 articles of incorporation and bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until otherwise amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the persons serving as directors of the Surviving Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) Pursuant to the Merger, the persons serving as officers of the Surviving Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualify in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(e) The established offices and facilities of the Merging 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.

(f) 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.

(g) 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 1,000 shares of common stock, no 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.

(b) As of the date of this Agreement: (i) the authorized capital stock of the Surviving Corporation consists of 1,000 shares of common stock, \$0.01 par value per share ("Florida 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 Florida Common Stock.

SECTION 3. CANCELLATION OF SHARES OF THE MERGING CORPORATION; CONSIDERATION FOR MERGER.

(a) Each share of Delaware Common Stock which shall be issued and outstanding at the Effective Time, including shares held in the treasury shall cease to be outstanding as of the Effective Time.

(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.

(c) The consideration for the merger is One Dollar (\$1.00) payable in cash as of the Effective Time.

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 DGCL and the FBCA, respectively, and the respective certificate of incorporation or articles 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.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Corporation and the Merging Corporation shall cause articles of merger ("Articles of Merger") and a certificate of merger ("Certificate of Merger") meeting the requirements of the FBCA and the DGCL, respectively, to be properly executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware. The Merger shall become effective on: (i) July 30, 2001 at 12:02 a.m. Eastern Daylight Time or (ii) such other date and time as may be agreed upon in writing by the Surviving Corporation and the Merging Corporation and specified in the Certificate of Merger and the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA or the DGCL.

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. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. 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.


[Signatures on Next Page]

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

CAE USA INC.,
a Florida corporation

By: 
John S. Lenyo
President


Attest:

By: 
Name: David C. Altman
Title: General Counsel

REFLECTONE TRAINING SYSTEMS, INC.,
a Delaware corporation

By: 
John S. Lenyo
President

Attest:

By: 
Name: David C. Altman
Title: General Counsel