

L090000049088

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

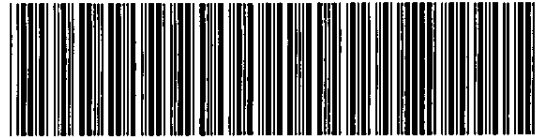
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DEC 27 2011

EXAMINER



100215226681

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2011 DEC 27 AM 10:50  
NOT INTERESTED  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

EFFECTIVE DATE

11/1/2012

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 27 PM 2:41



CORPORATION SERVICE COMPANY

EFFECTIVE DATE

1/1/2012

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 27 PM 2:41

ACCOUNT NO. : I20000000195

REFERENCE : 036889 7229429

AUTHORIZATION :

*Lyndee Coleman*

COST LIMIT : \$ ~~50.00~~

ORDER DATE : December 22, 2011

60.00

ORDER TIME : 4:57 PM

ORDER NO. : 036889-010

CUSTOMER NO: 7229429

ARTICLES OF MERGER

SOTERA ASSURED IT, LLC

INTO

SOTERA DEFENSE SOLUTIONS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

EXAMINER'S INITIALS: \_\_\_\_\_

EFFECTIVE DATE

1/1/2012

Step 5.3(c)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 27 PM 2:41

**CERTIFICATE OF MERGER**

**SOTERA ASSURED IT, LLC, a Florida limited liability company  
and  
SOTERA DEFENSE SOLUTIONS, INC., a Delaware corporation**

The following certificate of merger is submitted in accordance with the Florida Business Corporation Act, pursuant to Section 608.4382 of the Florida Statutes (the "Statutes").

First: The name, address and jurisdiction of the Surviving Corporation:

Name

Jurisdiction

Sotera Defense Solutions, Inc.  
2121 Cooperative Way, Suite 400  
Herndon, VA 20171

Delaware

Second: The name, address and jurisdiction of the Merging Entity:

Name

Jurisdiction

Sotera Assured IT, LLC  
2121 Cooperative Way, Suite 400  
Herndon, VA 20171

Florida

L09000049088

Third: The Plan of Merger is attached.

Fourth: The Plan of Merger was approved by the Merging Entity on December 19, 2011 in accordance with the applicable provisions of Chapter 607 of the Statutes. On that date the sole member of the Merging Entity approved the Plan of Merger.

Fifth: The Plan of Merger was adopted by the Surviving Corporation in accordance with applicable law of Delaware, the jurisdiction of incorporation of the Surviving Corporation. On that date, the board of directors of the Surviving Corporation approved the Plan of Merger since shareholder approval was not required.

Sixth: Consistent with Section 608.4382(f) of the Statutes, the merger shall become effective on the latter of (a) January 1, 2012 at 10:00 a.m., or (b) the date and time when these Articles of Merger are filed.

Seventh: The address, including street and number, of the principal office of the Surviving Corporation under the laws of the State of Delaware, the state under which the Surviving Corporation is incorporated, is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808.

Step 5.3(c)

Eighth: The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting member of the Merging Entity.

Ninth: The Surviving Corporation has agreed to promptly pay to the dissenting shareholders of the Merging Entity the amount, if any, to which they are entitled under Section 607.4382 of the Statutes.

[signatures follow on next page]

IN WITNESS WHEREOF, the undersigned, an authorized person of the Merging Entity and an authorized person of the Surviving Corporation, has caused this Certificate of Merger to be duly executed this 19 day of December, 2011.

**SOTERA ASSURED IT, LLC**

By: 

Name: John Hillen

Title: Chief Executive Officer

**SOTERA DEFENSE SOLUTIONS, INC.**

By: 

Name: Joseph Cormier

Title: Chief Financial Officer

**PLAN OF MERGER**  
of  
**SOTERA ASSURED IT, LLC, a Florida limited liability company**  
with and into  
**SOTERA DEFENSE SOLUTIONS, INC., a Delaware corporation**

THIS PLAN OF MERGER ("Agreement") is entered into as of the 31st day of December, 2012, by and between Sotera Assured IT, LLC, a Florida limited liability company (the "Merging Entity"), and Sotera Defense Solutions, Inc., a Delaware corporation (the "Survivor").

**WHEREAS**, the laws of the State of Florida permit a merger of a Florida limited liability company with and into a Delaware corporation;

**WHEREAS**, the board of directors of the Merging Entity deem it advisable and in the best interest of the Merging Entity to merge with and into the Survivor pursuant to the Florida Statutes;

**WHEREAS**, the sole member of Survivor deems it advisable and in the best interest of the Survivor to merge the Merging Entity with and into the Survivor pursuant to the Delaware Statutes.

**WHEREAS**, the board of directors of the Merging Entity and the sole member of Survivor have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the sole shareholder of the Merging Entity and the board of directors of the Merging Entity has recommended to the sole shareholder of the Merging Entity, the approval of the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Survivor agree as follows:

The Merging Entity and the Survivor agree that the Merging Entity shall be merged into the Survivor, upon the terms and conditions of this Agreement, and that the Survivor shall continue under the laws of the State of Delaware as the surviving corporation and they further agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with §267 of the Delaware General Corporation Law ("DGCL") and §608.438 of Florida Business Corporation Act (the "Statutes"), the Company shall be merged with and into the Survivor at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Company shall cease, and the Survivor shall continue as the surviving corporation (the "Surviving Corporation").

2. Effective Time.

(a) Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file (i) a certificate of merger (the "Delaware Certificate of Merger") complying with §252 of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger, and (ii) a plan of merger (the "Florida Plan of Merger") complying with §608.438 of the Statutes with the Florida Secretary of State. The Merger shall become effective upon the effective time as stated in the Delaware Certificate of Merger and the Florida Plan of Merger, which shall be January 1, 2012, at 11:00 am (the "Effective Time").

(b) Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Survivor, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Survivor, as the Surviving Corporation.

3. Organizational Documents. The bylaws of the Survivor, in effect at the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the Statutes, and the Certificate of Incorporation of the Survivor in effect at the Effective Time, as amended pursuant to the Delaware Certificate of Merger, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. Directors and Officers. The directors and officers of the Survivor immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the DGCL.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of capital stock of the Company issued and outstanding immediately prior to the Effective Time, shall be automatically cancelled, and all rights in respect thereof will cease.

6. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Company, as well as the enforcement of any obligation of the Surviving Corporation arising from this merger, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Corporation at 2121 Cooperative Way, Suite 400, Herndon, Virginia 20171.

7. Further Assurances. Each of the parties will execute and deliver such other documents, certificates, agreements and other writings take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

8. Closing. The closing of the transactions described herein shall occur at the offices of Holland & Knight LLP at 1600 Tysons Boulevard, McLean, Virginia 22102.

9. Miscellaneous.

(a) This Agreement shall be construed and interpreted according to the laws of the State of Delaware, without regard to principles of conflict of laws.

(b) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

(c) Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

(d) This instrument contains the entire agreement and understanding of the parties hereto with respect to the subject matter herein and supersedes any other agreement or understanding, whether written or oral, relating to the matters contemplated herein.


(e) The captions set forth in this Agreement are used solely for convenience of reference and shall not control or affect the meaning or interpretation of any of the provisions.

*{Signatures on following page}*

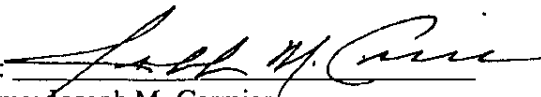


IN WITNESS WHEREOF, the parties the Merging Entity and Surviving Entity hereto have executed this Agreement as of the date first above written.

**SOTERA DEFENSE SOLUTIONS, INC.**

By:   
Name: John Hillen  
Title: Chief Executive Officer  
Dated: 12/19/11

**SOTERA ASSURED IT, LLC**

By:   
Name: Joseph M. Cormier  
Title: Treasurer  
Dated: 12/16/11