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(Requestor's Name)

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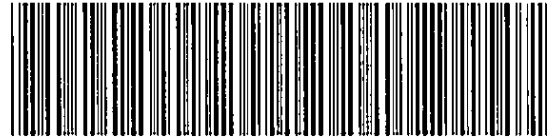
(Business Entity Name)

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C. GOLDEN

SEP -2 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 406930 7473076

AUTHORIZATION :



COST LIMIT : \$ 60.00

ORDER DATE : August 31, 2020

ORDER TIME : 11:10 AM

ORDER NO. : 406930-010

CUSTOMER NO: 7473076

ARTICLES OF MERGER

AZIMUTH SECURITY, LLC

INTO

LINCHPIN LABS INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Linchpin Labs Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jennifer Branham

Contact Person

L3Harris Technologies, Inc.

Firm/Company

1025 W. Nasa Blvd.

Address

Melbourne, FL 32919

City, State and Zip Code

jennifer.branham@l3harris.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jennifer Branham

at (321) 724-3503

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Limited Liability Company**

2025 - 1 PM 3:13

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Azimuth Security, LLC	Florida	LLC

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>
Linchpin Labs Inc.	Delaware	Corporation

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

c/o L3Harris Technologies, Inc.

1025 W. Nasa Blvd.

Melbourne, FL 32919

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

August 31, 2020

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

Azimuth Security, LLC

Scott T. Mikuen

Scott Mikuen

Linchpin Labs Inc.

Scott T. Mikuen

Scot Mikuen

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 an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**"), dated as of August 28, 2020, is made and entered into by and between Azimuth Security, LLC, a Florida limited liability company (the "**Merging Company**"), and Linchpin Labs Inc., a Delaware corporation (the "**Surviving Corporation**").

RECITALS

- A. Title 8, Section 264 of the Delaware General Corporation Law (the "**DGCL**") allows the merger of a domestic corporation with a foreign limited liability company if all of the applicable terms and provisions of the DGCL are satisfied.
- B. The Florida Revised Limited Liability Company Act Chapter 605.1021 ("**FRLLC**") allows the merger of a domestic limited liability company with and into a foreign surviving entity if all the applicable terms and provisions of the FRLLC are satisfied.
- C. In accordance with the applicable terms and provisions of the DGCL, the Surviving Corporation's sole director has adopted resolutions approving this Agreement and the merger of the Merging Company with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Agreement, effective at the Effective Time (as defined in Section 1.2 below).
- D. In accordance with the applicable terms and provisions of the FRLLC the Merging Company's Sole Member has adopted resolutions approving this Agreement and the merger of the Merging Company with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Agreement, effective at the Effective Time.

AGREEMENT

Now, therefore, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

GENERAL

1.1 The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable terms and provisions of the DGCL and the FRLLC, the Merging Company shall be merged with and into the Surviving Corporation effective at the Effective Time (the "**Merger**"). As a result of the Merger, the separate limited liability company existence of the Merging Company shall cease and the Surviving Corporation shall continue as the surviving entity of the Merger. The Surviving Corporation's name shall remain unchanged by the Merger.

1.2. Effective Time of the Merger.

The Merger shall be effective on August 31, 2020 at 11:59 p.m. (the "**Effective Time**"), which shall be the specified time for the effectiveness of the Certificate of Merger filed with the Secretary of State of Delaware.

1.3 Effect of the Merger.

Except as provided elsewhere in this Agreement, the Merging Company and the Surviving Corporation shall be affected by the Merger in the manner provided by the applicable terms and provisions of the DGCL.

1.4 Certificate of Incorporation and Bylaws of the Surviving Corporation.

(a) Certificate of Incorporation. The Surviving Corporation's Certificate of Incorporation, as in effect immediately prior to the Effective Time, shall remain the Surviving Corporation's Certificate of Incorporation from and after the Effective Time until amended, supplemented and/or restated pursuant to the applicable terms and provisions of the DGCL.

(b) Bylaws. The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall remain the Bylaws of the Surviving Corporation from and after the Effective Time until amended, supplemented and/or restated pursuant to the applicable terms and provisions of the DGCL and/or the Bylaws.

1.5 Directors and Officers of Surviving Corporation.

(a) Directors. The Surviving Corporation's sole director in office immediately prior to the Effective Time shall remain the Surviving Corporation's director from and after the Effective Time until such sole director's respective successors are duly elected or appointed and qualified pursuant to the applicable terms and provisions of the Surviving Corporation's Certificate of Incorporation and Bylaws, or until the earlier of such director's respective death, resignation, removal or disqualification.

- (b) Officers. The Surviving Corporation's officers in office immediately prior to the Effective Time shall remain the Surviving Corporation's officers from and after the Effective Time until such officers' respective successors are duly elected or appointed and qualified pursuant to the applicable terms and provisions of the Surviving Corporation's By-laws, or until the earlier of such officers' respective deaths, resignations, removals, or disqualifications.

1.6. Taking of Necessary Action; Further Assurances

Prior to the Effective Time, the parties hereto shall take, or cause to be taken, all such actions as may be necessary or appropriate in order to effectuate the Merger pursuant to the terms and subject to the conditions set forth in this Agreement.

ARTICLE II

MANNER AND BASIS FOR CONVERTING EQUITY SECURITIES; TERMS AND CONDITIONS

2.1 Conversion of Equity Securities.

On the terms and subject to the conditions set forth in this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation or Merging Company:

- (a) Each share of Surviving Corporation outstanding immediately prior to the Effective Time shall remain issued and outstanding, without any change or conversion.
- (b) Each LLC interest of the Merging Company outstanding immediately prior to the Effective Time shall be canceled, retired and extinguished without any conversion thereof, and no payment will be made with respect thereto.

2.2. Further Assurances.

If at any time Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in Surviving Corporation the title to any property or right of Merging Company or otherwise to carry out the purposes of this Agreement, the proper officers, members and/or other agents of Merging Company shall execute and make all such proper assignments or assurances and take such other actions. The proper officers, members and/or other agents of Surviving Corporation are hereby authorized in the name of Merging Company to take any and all such actions.

ARTICLE III

APPROVAL OF AGREEMENT; FILING OF DOCUMENTS

3.1. Approval.

The Surviving Corporation's sole director and the Merging Company's sole member each, by duly appointed resolutions, has adopted and approved this Agreement and the Merger.

3.2. Execution and Filing of DE Certificate of Merger.

As soon as practicable after the date of this Agreement, the Merging Company, if applicable, and the Surviving Corporation shall execute a Certificate of Merger, substantially in the form of Exhibit A attached hereto (the "Certificate of Merger"), and shall cause the Certificate of Merger to be delivered to and filed with the Secretary of State of Delaware in accordance with the applicable terms and provisions of the DGCL.

ARTICLE IV

MISCELLANEOUS

4.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," and other words of similar import refer to this Agreement as a whole, including the exhibits attached to this Agreement, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph, clause or exhibit contained in or attached to this Agreement. All references to articles, sections, subsections, paragraphs, subparagraphs and clauses of this Agreement and the exhibits attached to this Agreement, except where otherwise stated. The title of and the article, section and paragraph heading in this Agreement are for convenience of reference only and shall not govern or affect the interpretations of any of the terms or conditions of this Agreement. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

4.2 Governing Law

All questions concerning the construction, interpretation, validity and enforceability of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Delaware to apply. In furtherance of the foregoing, the internal laws of the State of Delaware shall control the interpretation and construction of this

Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction ordinarily would apply.

4.3 Remedies.

Each of the parties hereto shall have and retain all rights and remedies existing in its favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any provision of this Agreement, and all such rights and remedies shall, to the extent permitted by applicable law, be cumulative and a party's pursuit of any such right or remedy shall not preclude such party from exercising or pursuing any other available right or remedy.

4.4 Notices

All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, sent by nationally recognized, overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) If to the Merging Company, to:
Azimuth Security, LLC
c/o L3Harris Technologies, Inc.
1025 W. Nasa Blvd.
Melbourne, FL 32919
Attn: Secretary
- (b) If to the Surviving Corporation, to:
Linchpin Labs Inc.
c/o L3Harris Technologies, Inc.
1025 W. Nasa Blvd.
Melbourne, FL 32919
Attn: Secretary

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by nationally recognized, overnight courier, on the business day following dispatch and (iii) in the case of mailing, on the third business day following such mailing.

4.5 Counterparts and Execution.

This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, PDF or other form of non-alterable electronic transmission) to the other parties, it being understood that all parties hereto need not sign the same counterpart. Any counterpart or other signature hereupon delivered by facsimile,

PDF or other form of non-alterable electronic transmission shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by the party delivering such counterpart or other signature.

4.6 Benefits of Agreement; Assignment.

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the express prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 4.6 shall be *ab initio*.

4.7 No Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

4.8 Amendments; Termination

This Agreement shall not be altered, modified, supplemented or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. At any time prior to the time that the DE Certificate of Merger filed with the Secretary of State of the State of Delaware become effective in accordance with the DGCL and the FRLLC, this Agreement may be terminated by the member of the Merging Company or the sole director of the Surviving Corporation. In the event this Agreement is terminated after the filing of the Certificate of Merger with the Secretary of State of the State of Delaware but before the DE Certificate of Merger has become effective, a certificate of termination of merger shall be filed in accordance with the DGCL and FRLLC. The member of the Merging Company and the director of the Surviving Corporation may amend this Agreement at any time prior to the time that the DE Certificate of Merger filed with the Secretary of the State of Delaware becomes effective in accordance with the DGCL and the FRLLC.

4.9 Entire Agreement

This Agreement and the other agreements and documents referenced herein (including the exhibits attached to this Agreement) contain all of the agreements among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

LINCHPIN LABS INC.

By: Scott T. Mikuen

Scott Mikuen, Sole Director

AZIMUTH SECURITY, LLC

By: L3 Technologies, Inc., the sole Member

By: Scott T. Mikuen

Scott Mikuen, Secretary

AZIMUTH SECURITY, LLC
WRITTEN CONSENT OF THE SOLE MEMBER
IN LIEU OF A MEETING

Pursuant to Section 608.4231
of the Florida Limited Liability Company Act

The undersigned, L3 Technologies, Inc., (the "Sole Member") being the sole member of Azimuth Security, LLC, a Florida limited liability company (the "Company"), does hereby waive the giving of any and all notice of the holding of a meeting and does hereby adopt the following resolutions by written consent in lieu of a meeting (the "Written Consent") in accordance with Section 608.4231 and Section 605.1023.4 of the Florida Limited Liability Act, such actions deemed to be effective as of August 28, 2020.

Approval of Agreement and Plan of Merger

WHEREAS, the Sole Member desires for the Company to merge with and into Linchpin Labs Inc., a Delaware corporation; and

WHEREAS, the Sole Member has reviewed the Agreement and Plan of Merger, attached here as Exhibit A (the "Agreement and Plan of Merger");

IT IS THEREFORE RESOLVED that Agreement and Plan of Merger is hereby approved, authorized and adopted;

IT IS FURTHER RESOLVED that the merger of Azimuth Security, LLC with and into the Company in accordance with the terms of the Agreement and Plan of Merger is hereby authorized and approved.

Authorization for Filing

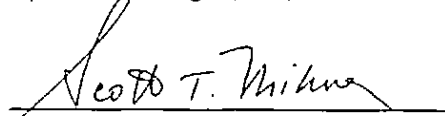
IT IS FURTHER RESOLVED that any officer of the Company may take any actions necessary, including but not limited to, executing the Agreement and Plan of Merger and executing and filing the Certificate of Termination with the State of Florida and the Certificate of Merger with the State of Delaware.

General Authorizing Resolutions

IT IS FURTHER RESOLVED that each authorized person, acting singly, is authorized, empowered, and directed to execute and deliver on behalf of the Company all other instruments and take all further action on behalf of the Company that any authorized person deems necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, evidence, or further the transactions contemplated by, and the intents and purposes of, the above resolutions.

IT IS FURTHER RESOLVED that all prior actions taken by any authorized person to consummate, effectuate, carry out, evidence, or further the transactions contemplated thereby, and the intents and purposes of, the above resolutions are hereby ratified.

By: L3 Technologies, Inc., Sole Member



Scott T. Mikuen, Secretary