

L22000387263

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

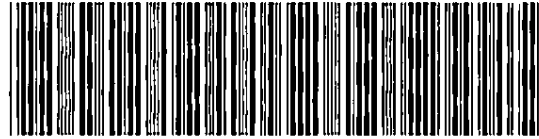
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300393527343

RECEIVED

2022 OCT 24 AM 9:43

RECEIVED
FALLAHASSEE, FLORIDA

2022 OCT 24 1:10:20

of 10/25/2022

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 10/24/2022

Acc#I20160000072

en: c JH

Name:	U.S. Aerospace Services, LLC
Document #:	
Order #:	14602605

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
	Plain: <input checked="" type="checkbox"/>
	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 60.00

Thank you!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: U.S. AEROSPACE SERVICES, LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Aaron A. Farmer, Esq.

Contact Person

Farmer & Associates, PLLC

Firm/Company

999 Vanderbilt Beach Road, Suite 501

Address

Naples, FL 34108

City, State and Zip Code

afarmer@us-law.com

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

For further information concerning this matter, please call:

Aaron A. Farmer, Esq.

at (239) 262-2040

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

CR2E080 (2/20)

ARTICLES OF MERGER OF
U.S. AEROSPACE CORPORATION, a Nevada corporation
(hereinafter "**Merging corporation**")
WITH AND INTO
U.S. AEROSPACE SERVICES, LLC, a Florida limited liability company
(hereinafter "**Surviving Company**")

2022-01-24 10:20

The following articles of merger are submitted in accordance with the Florida Revised Limited Liability Company Act, pursuant to Section 605.1025, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and Document Number of the **Surviving Company** is:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	Document Number: <u>(If known/applicable)</u>
U.S. AEROSPACE SERVICES, LLC 2738 Tiburon Boulevard East Suite 103 Naples, FL 34109	Florida	122000387263

SECOND: The exact name, street address of its principal office, jurisdiction, and Document Number of the **Merging** Corporation is:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	Document Number: <u>(If known/applicable)</u>
U.S. AEROSPACE CORPORATION 701 South Carson Street Suite 200 Carson City, NV 89701	Nevada	C14897-2001

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 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 Section 605.1023(1)(b) of the Florida Statutes.

FOURTH: The Surviving Company existed before the Merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

FIFTH: The Plan of Merger is attached hereto as **Exhibit A**.

SIXTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

SEVENTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

FIFTH: The Plan of Merger was adopted by the Member of the Surviving Company by written consent on the 31st day of October, 2022.

SIXTH: The Plan of Merger was adopted by the shareholders of the Merging corporation by written consent on the 31st day of October, 2022.

SEVENTH: The Articles of Merger comply and were executed in accordance with the laws of the State of Florida and the State of Nevada.

U.S. AEROSPACE CORPORATION, a Nevada
corporation, Merging corporation

By: Ronald Farr
Ronald Farr, Its President

U.S. AEROSPACE SERVICES, I.L.C., a Florida
limited liability company, Surviving Company

By: Ronald Farr
Ronald Farr, Its Manager

EXHIBIT A

**PLAN MERGER OF
U.S. AEROSPACE CORPORATION, a Nevada Corporation
WITH AND INTO
U.S. AEROSPACE SERVICES, LLC, a Florida limited liability company**

THIS PLAN OF MERGER ("Plan") dated October 21, 2022, between U.S. AEROSPACE SERVICES, LLC, a Florida limited liability company, (the "**Surviving Entity**"), and U.S. AEROSPACE CORPORATION, a Nevada corporation, (the "**Merging Entity**"), is submitted in compliance with Florida Statutes §§608.438 – 608.4383 and the provisions of Chapter 92A of the Nevada Division of Corporations Revised Statute.

WHEREAS, the Articles of Organization of Surviving Entity were filed in the office of the Secretary of State of Florida on September 8, 2022;

WHEREAS, the Articles of Incorporation of Merging Entity were filed in the office of the Secretary of State of Nevada on June 5, 2001;

WHEREAS, the sole member and the sole manager of Surviving Entity and the sole shareholder and sole director of Merging Entity have authorized the merger of Merging Entity with and into Surviving Entity pursuant to the Plan set forth herein, in the manner prescribed by applicable Florida and Nevada law;

NOW THEREFORE, the merger of Merging Entity into Surviving Entity shall be accomplished as follows:

ARTICLE I
Merger

Effective as of the filing date of the Articles of Merger (the "**Effective Date**"), Merging Entity shall be merged with and into Surviving Entity and the separate existence of Merging Entity shall cease.

ARTICLE II
Articles of Organization, Operating Agreement and Name

The Articles of Organization and Operating Agreement of Surviving Entity shall remain in effect and unchanged as a result of this merger. The name of the Surviving Entity shall be "U.S. AEROSPACE SERVICES, LLC."

ARTICLE III
Manner of Converting Shares

3.1. Each unit of the Surviving Entity issued and outstanding on the Effective Date and all rights in respect thereof, shall, by virtue of the merger and without any action on the part of the holder, remain outstanding as one unit.

3.2. Any and all shares of Merging Entity, by virtue of the merger and without further action on the part of the holders, shall upon the Effective Date of the merger, be deemed cancelled and extinguished and shall cease to exist.

3.3. The transfer books of Merging Entity shall be closed as of the close of business on the Effective Date and no transfer of record of any of the shares of capital stock of Merging Corporation shall take place thereafter.

3.4. Any rights (if any) to acquire interests, shares, obligations or other securities of Merging Entity as of the Effective Date, by virtue of the merger and without any action by any party or holder, shall be deemed terminated.

ARTICLE IV **Other Terms and Conditions**

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

4.1. The Articles of Organization and the Operating Agreement of Surviving Entity shall remain in effect and unchanged as a result of this merger.

4.2. The manager of Surviving Entity on the Effective Date shall remain as the manager of Surviving Entity after the merger.

4.3. Surviving Entity shall pay all expenses incident to this merger.

4.4. Upon the Effective Date, the separate existence of Merging Entity shall cease, and the Surviving Entity shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed of the Merging Entity, without the necessity for any separate transfer. Title to all property, whether real, personal and mixed, tangible and intangible, and all debts due to Merging Entity shall be vested in Surviving Entity, and the title to any real estate, whether by deed or otherwise, vested in Merging Entity shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Merging Entity shall be preserved unimpaired.

4.5. Following the merger, Surviving Entity shall cause a copy of the Articles of Merger and Plan of Merger, and such other documents as the manager of Surviving Entity shall decide, to be filed in the office of the official who is the recording officer of each County in the State of Florida and each County in the State of Nevada in which real property, if any, of Merging Entity is situated.

4.6. If, at any time, Surviving Entity shall deem it advisable that any further assignments or assurances in law or any things necessary or desirable to vest in Surviving Entity, according to the terms hereof, the title to any property or rights of Merging Entity, the proper shareholders, directors, officers and/or agents of Merging Entity shall execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in Surviving Entity, and otherwise to carry out the purposes of this Plan.

ARTICLE V

Manager

The name and the address of the manager of the Surviving Entity are: Ronald Farr, 2738 Tiburon Boulevard East, Suite 103, Naples, FL 34109.

ARTICLE V

Tax Consequences

Immediately prior to the Merger, the Merging Entity shall have a valid election to be classified as an association, taxable as a small business corporation, under the Internal Revenue Code of 1986, as amended (the "Code"). The merger is intended to qualify as a tax-free reorganization under section 368(a)(1)(F) of the Code, which provides that a reorganization includes a mere change in identity, form, or place of organization of one corporation, however effected. Because the Surviving Entity is disregarded as an entity separate from its owner, U.S. Aerospace Holdings Corporation (the "Parent Corporation"), the Parent Corporation the Merging Entity shall be deemed to have merged with and into Parent Corporation for U.S. federal income tax purposes. The remaining tax consequences shall be as provided in the Agreement and Plan of Reorganization of even date herewith.

ARTICLE VI

Approval of Merger

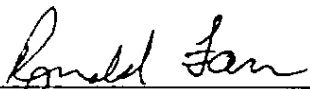
The parties do hereby acknowledge and confirm as follows:

6.1. In accordance with Nevada Revised Statute Code Section 92A.110, this Plan has been duly adopted and approved by written consent dated Oct. 21, 2022, by the sole shareholder and sole director of Merging Entity, and the undersigned director of Merging Entity has been authorized and directed to execute same.

6.2. In accordance with §605.1023 of the Florida Statutes, this Plan has been duly adopted and approved by written consent dated October 21, 2022, by the sole manager and the sole member of Surviving Entity, and the undersigned manager of Surviving Entity has been authorized and directed to execute same.

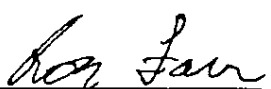
The parties have caused this Plan to be executed by their duly authorized shareholder and member as of the day and year first above written.

U.S. AEROSPACE SERVICES, LLC,
a Florida limited liability company
"Surviving Entity"



Ronald Farr

U.S. AEROSPACE CORPORATION
A Nevada corporation
"Merging Entity"



Ronald Farr