

MO3000001940

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

(Document Number)

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

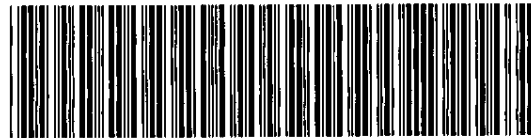
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DEC 28 2011

EXAMINER



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RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2011 DEC 27 PM 1:58  
NOT PREPARED  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

EFFECTIVE DATE 12/31/2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 27 AM 9:12



CORPORATION SERVICE COMPANY

EFFECTIVE DATE

12/31/2011

FILED  
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DIVISION OF CORPORATIONS  
REC 27 AM 9:12

ACCOUNT NO. : I20000000195  
REFERENCE : 038293 7160570  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ 50.00

ORDER DATE : December 23, 2011

ORDER TIME : 12:32 PM

ORDER NO. : 038293-020

CUSTOMER NO: 7160570

ARTICLES OF MERGER

GYROCAM SYSTEMS AVIATION  
SERVICES, LLC

INTO

LOCKHEED MARTIN GYROCAM  
SYSTEMS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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

CONTACT PERSON: Becky Peirce

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

EFFECTIVE DATE 12/31/2011

STATE OF FLORIDA

CERTIFICATE OF MERGER  
OF

GYROCAM SYSTEMS AVIATION SERVICES, LLC  
INTO  
LOCKHEED MARTIN GYROCAM SYSTEMS, LLC

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 DEC 29 AM 9:12  
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The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The name, entity type, and jurisdiction of the merging party is:

Gyrocam Systems Aviation Services, LLC, a Florida limited liability company (the "Merging LLC").

**SECOND:** The name, entity type, and jurisdiction of the surviving party is:

Lockheed Martin Gyrocam Systems, LLC, a Delaware limited liability company (the "Surviving LLC").

**THIRD:** The attached Agreement and Plan of Merger and Complete Liquidation was approved by the domestic Merging LLC, in accordance with the applicable provisions of Chapters 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached Agreement and Plan of Merger and Complete Liquidation was approved by the foreign Surviving LLC in accordance with the applicable laws of the State of Delaware, the jurisdiction under which such Surviving LLC was organized.

**FIFTH:** The effective date of the merger is 11:59 pm on December 31, 2011.

**SIXTH:** The Surviving LLC's principal office address is 6801 Rockledge Drive, Bethesda, MD 20854.

**SEVENTH:** The Surviving LLC agrees to pay to any members with appraisal rights the amount, to which such members may be entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** The Surviving LLC is an out-of-state entity that is qualified to transact business in the State of Florida.

[SIGNATURE PAGE TO FOLLOW.]

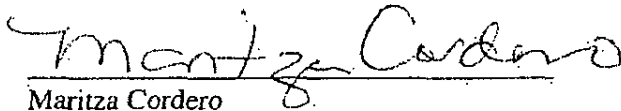
IN WITNESS WHEREOF, this Certificate of Merger is hereby signed by the below  
authorized officers, this 21st day of December, 2011.

LOCKHEED MARTIN GYROCAM SYSTEMS, LLC

A handwritten signature in cursive script, reading "Maritza Cordero", written over a horizontal line.

Maritza Cordero  
Assistant Secretary

GYROCAM SYSTEMS AVIATION SERVICES, LLC

A handwritten signature in cursive script, reading "Maritza Cordero", written over a horizontal line.

Maritza Cordero  
Assistant Secretary

## **AGREEMENT AND PLAN OF MERGER AND COMPLETE LIQUIDATION**

This AGREEMENT AND PLAN OF MERGER AND COMPLETE LIQUIDATION (the "Agreement") dated as of December 20, 2011, is by and between GYROCAM SYSTEMS AVIATION SERVICES, LLC ("GyroCam Aviation"), a Florida limited liability company, and LOCKHEED MARTIN GYROCAM SYSTEMS LLC ("LM Gyrocam"), a Delaware limited liability company.

### **RECITALS**

WHEREAS, the Board of Managers of each of GyroCam Aviation and LM Gyrocam deems it advisable and in the best interest of its respective Members that GyroCam Aviation merge with and into LM Gyrocam upon the terms and conditions herein provided; and

WHEREAS, the Merger (hereinafter defined) is intended to qualify as a complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in this Agreement, GyroCam Aviation and LM Gyrocam hereby agree as follows:

1. The Merger. At the merger Effective Time (as defined below), GyroCam Aviation shall be merged with and into LM Gyrocam and the separate limited liability company existence of GyroCam Aviation shall cease (the "Merger") and LM Gyrocam (the "Surviving Company") shall continue as the surviving limited liability company. GyroCam Aviation and LM Gyrocam shall cause the Merger to be consummated by filing a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of the Limited Liability Act of the State of Delaware and the Secretary of State of the State of Florida, in accordance with the relevant provisions of the Florida Limited Liability Company Act.

2. Merger Effective Time. The Merger will be effective as of 11:59 p.m. on December 31, 2011, as prescribed by law (the "Merger Effective Time").

3. Effect of the Merger. As of the Merger Effective Time, GyroCam Aviation shall immediately cease to exist and LM Gyrocam shall succeed to all rights and obligations of Gyrocam Aviation.

4. Merger Securities.

4.1 Surviving Company Interest. As of the Merger Effective Time, each unit of interest of the Surviving Company which shall be outstanding shall, by virtue of the merger and without any action on the part of the holder thereof, remain an outstanding unit of interest of the Surviving Company. The Operating Agreement of LM Gyrocam shall be the Operating Agreement of the Surviving Company and shall thereafter continue to be its Operating Agreement until changed as provided therein and by law.

4.2 GyroCam Aviation Interest. As of the Merger Effective Time, each unit of interest of GyroCam Aviation which shall be outstanding shall, by virtue of the merger and without any actions on the part of the holder thereof, be canceled and no consideration shall be paid in respect thereof.

5. Complete Liquidation. The Merger is intended to qualify as a complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended, of the entity merging out of existence.

6. Approvals. Each of the parties to this Agreement covenants and agrees for the benefit of the other party to this Agreement to take any and all action necessary or appropriate (including approval by their respective boards of directors and stockholders, if necessary) to consummate the Merger in accordance with all applicable laws, including the Limited Liability Act of the State of Delaware and the Florida Limited Liability Company Act

7. Taking of Necessary Action; Further Action. If at any time after the Merger Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, power and franchises of GyroCam Aviation, the officers and directors of the Surviving Company are fully authorized in the name of their respective companies or otherwise to take, and will take, all such lawful and necessary action.

8. Termination of Mutual Agreement. This Agreement may be abandoned at any time prior to the Merger Effective Time. No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by all parties.

9. Counterparts. The Agreement may be executed in counterparts, all of which 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 and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

10. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware applicable to contracts entered into without regard to the principles of conflicts of laws thereof.

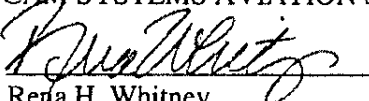
11. No Third Party Beneficiaries. The terms and conditions of this Agreement are for the sole benefit of the parties to this Agreement and their successors and assigns only, and shall not be relied upon by, nor construed as conferring any rights upon, any other person.

12. Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not effect in any way the meaning or interpretation of this Agreement.

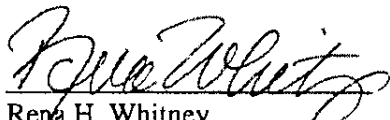
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

GYROCAM SYSTEMS AVIATION SERVICES, LLC

By:   
Rena H. Whitney  
Assistant Treasurer

LOCKHEED MARTIN GYROCAM SYSTEMS LLC

By:   
Rena H. Whitney  
Assistant Treasurer