

N18000007068

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

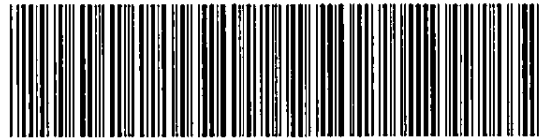
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800427687728

Merged

FILED
2024 APR 12 AM 9:25
CLERK OF COURT
JACKSONVILLE, FLORIDA

RECEIVED
2024 APR 12 PM 3:16
CLERK OF COURT
JACKSONVILLE, FLORIDA

A. RAMSEY

APR 23 2024

02250, 07015, 00671

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

ACCOUNT NO. : I20000000195

REFERENCE : 415503 4367853

AUTHORIZATION :

COST LIMIT :

*70.00 or However much more
this one is.*

ORDER DATE : April 12, 2024

ORDER TIME : 12:27 PM

ORDER NO. : 415503-005

CUSTOMER NO: 4367853

ARTICLES OF MERGER

AEROJET ROCKETDYNE FOUNDATION

INTO

L3HARRIS FOUNDATION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Miller

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 15, 2024

CORPORATION SERVICE COMPANY

TALLAHASSEE, FL 32301

SUBJECT: L3HARRIS FOUNDATION, INC.
Ref. Number: N18000007068

RESUBMIT
Please give original
submission date as file date.

We have received your document for L3HARRIS FOUNDATION, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
OPS

Letter Number: 724A00008132

RECEIVED

APR 22 PM 3:21

FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FL 32301

FILED

2024 APR 12 AM 9:25

SECRETARY OF STATE
- TALLAHASSEE, FLORIDA

**ARTICLES
OF MERGER
OF THE
AEROJET ROCKETDYNE FOUNDATION
(A CALIFORNIA NONPROFIT CORPORATION)**

WITH AND INTO THE

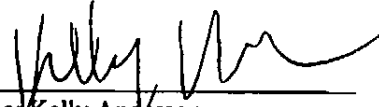
**L3HARRIS FOUNDATION, INC.
(A FLORIDA NONPROFIT CORPORATION)**

Pursuant to the provisions of Section 617.1101 *et seq.* of the Florida Not For Profit Corporation Act, as amended, modified, and/or superseded, the undersigned nonprofit corporations hereby adopt, execute, deliver and file these Articles of Merger (these "Articles") with the Secretary of State of the State of Florida for the purpose of merging into a single corporation:

1. The names of the parties to the merger are as follows:
 - (a) Aerojet Rocketdyne Foundation, a California nonprofit corporation organized under the laws of the State of California (the "Merging Corporation"); and
 - (b) L3Harris Foundation, Inc., a Florida nonprofit corporation organized under the laws of the State of Florida (the "Surviving Corporation").
2. The Surviving Corporation upon completion of the merger shall be the surviving entity, and no amendments to the governing documents of the surviving entity are required as a result of the merger.
3. The merger shall be effective as of the date of filing these Articles.
4. An Agreement and Plan of Merger, (the "Agreement and Plan of Merger") a true and correct copy of which is attached hereto as **Exhibit A**, and performance of its terms was duly authorized, approved, and adopted by both the Merging Corporation and Surviving Corporation by all action required under applicable law and by their respective governing documents.
5. The Merging Corporation has no members and, therefore, no approval by any members is required. The Surviving Corporation has no members entitled to vote on the Agreement and Plan of Merger and, therefore, no approval by any members is required. The Agreement and Plan of Merger was adopted by the unanimous agreement of the Board of Directors of the Merging Corporation on March 14, 2024, and by the unanimous agreement of the Board of Directors of the Surviving Corporation on March 14, 2024.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized officers or other representatives as of March 15, 2024.

AEROJET ROCKETDYNE FOUNDATION

By: 
Name: Kelly Anderson
Its: Director and President

L3HARRIS FOUNDATION, INC.

By: _____
Name: Carmen Robertson
Its: Director and President

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized officers or other representatives as of March 18, 2024.

AEROJET ROCKETDYNE FOUNDATION

By: _____
Name: Kelly Anderson
Its: Director and President

L3HARRIS FOUNDATION, INC.

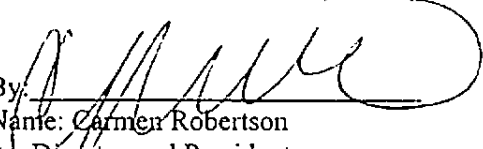
By: 
Name: Carmen Robertson
Its: Director and President

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made as of March 15, 2024, by and between L3HARRIS FOUNDATION, INC., a Florida nonprofit corporation ("L3HF"), and the AEROJET ROCKETDYNE FOUNDATION, a California nonprofit corporation ("AJRDF").

RECITALS

A. L3HF is a Florida nonprofit corporation and is qualified as a 501(c)(3) organization under Federal tax law.

B. AJRDF is a California nonprofit corporation and is qualified as a 501(c)(3) organization under Federal tax law.

C. The respective Boards of Directors of L3HF and AJRDF have each determined that it is in the best interest of their respective corporations to merge AJRDF with and into L3HF.

D. In furtherance of such combination, the Boards of Directors of L3HF and AJRDF have each adopted this Agreement and approved the merger (the "Merger") of AJRDF with and into L3HF under the terms and conditions set forth herein and in accordance with the Florida Not For Profit Corporation Act and the California Corporations Code.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

"Material Adverse Effect" means, as to any party hereto, a material adverse effect on any of (a) the operations, assets, liabilities, financial condition or prospects of the party taken as a whole; (b) the ability of the party taken as a whole to perform any of its obligations under this Agreement; (c) the legality, validity or enforceability of this Agreement; or (d) the rights and remedies of any party under this Agreement.

2. Merger.

- (a) Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (defined below), AJRDF shall be merged with and into L3HF whereupon the separate existence of AJRDF will cease, and L3HF shall be the surviving corporation in the Merger (as applicable, the "Surviving Corporation").
- (b) As soon as practicable after satisfaction of, or waiver of the conditions to, the obligations of the parties to consummate the Merger, L3HF and AJRDF will file articles of merger (the "Articles of Merger") with the Secretary of State of the State of Florida and this Agreement, or any abbreviated version thereof as permitted by

law, with the Secretary of State of the State of California and make all other filings or recordings required by applicable law in connection with the Merger.

- (c) The Merger shall be effective at such time as the Articles of Merger are duly filed or at such later time as is specified in the Articles of Merger (the "Effective Date"). It is contemplated that the Effective Date will be on or about April 12, 2024.
- (d) From and after the Effective Date, title to all property owned by AJRDF shall be vested in the Surviving Corporation, and the Surviving Corporation shall have all liabilities of AJRDF.

3. Surviving Corporation.

- (a) The Articles of Incorporation of L3HF in effect at the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- (b) The Bylaws of L3HF in effect at the Effective Date shall be the Bylaws of the Surviving Corporation until amended.
- (c) Prior to the Effective Date, the officers, directors, and employees of the respective parties shall continue to serve in their respective capacities.

4. Representations and Warranties of AJRDF.

AJRDF represents and warrants the following to L3HF, each of which shall be correct as of the date of this Agreement and the Effective Date (as if such representations and warranties were remade on the Effective Date).

- (a) Organization of AJRDF. AJRDF is a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of California, and has full power and authority to own and operate its property and to carry on its business as now being conducted. AJRDF has delivered to L3HF true, accurate, and complete copies of AJRDF's Articles of Incorporation and Bylaws, which reflect all amendments made thereto at any time prior to the date of this Agreement. AJRDF is not in default under or in violation of any material provision of (i) its Articles of Incorporation or Bylaws, or (ii) any outstanding note, bond, indenture, mortgage, contract, instrument, or other agreement or commitment or any order, judgment, or decree to which it is a party.
- (b) Authorization and Binding Effect of AJRDF. AJRDF has all necessary capacity, authority, and power to execute and deliver this Agreement and consummate the transactions contemplated hereby and has taken all action required to be taken to authorize the execution, delivery, and performance of this Agreement, including a resolution of its Board of Directors approving the Merger. This Agreement constitutes a valid and binding agreement or commitment of AJRDF, enforceable in accordance with its terms. The execution of this Agreement by AJRDF, the performance by AJRDF of its obligations hereunder, and the consummation of the

transaction contemplated hereby by AJRDF will not require any consent, approval, or notice under, or violate, breach, be in conflict with, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or permit termination of, or result in the creation or imposition of any lien upon any properties, assets, or business of AJRDF under any note, bond, indenture, mortgage, deed of trust, lease, franchise, permit, authorization, license, contract, instrument, or other agreement or commitment or any order, judgment, or decree to which AJRDF is a party or by which AJRDF or any of its assets or properties is bound or encumbered, except as indicated on **Schedule 4(b)** hereof, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally and by general equitable principles.

- (c) **Ownership of Assets.** Except as disclosed in **Schedule 4(c)**, AJRDF owns or otherwise possesses valid and enforceable rights or licenses to use all of the assets of AJRDF necessary or appropriate for its continued operation, free and clear of all encumbrances.
- (d) **Litigation, Etc.** Except as disclosed in **Schedule 4(d)**, there is no material litigation, arbitration, governmental claim, investigation or proceeding pending, or to the knowledge of its officers, threatened against AJRDF at law or in equity, before any court, arbitration tribunal, or governmental agency.
- (e) **AJRDF Financial Statements.** AJRDF has delivered to L3HF financial statements for the years ended December 31, 2021, 2022, and 2023 (collectively, the "AJRDF Financial Statements"). The balance sheets included in the AJRDF Financial Statements present fairly in all material respects the financial position of AJRDF, as of the respective dates thereof and the other financial statements included therein present fairly in all material respects the results of operations for the periods indicated.
- (f) **Liabilities.** Except as disclosed in **Schedule 4(f)**, AJRDF does not have material liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent or otherwise) except for liabilities or obligations reflected or reserved against in the AJRDF Financial Statements and current liabilities incurred in the ordinary course of business since December 31, 2023.
- (g) **Compliance With Laws.** Except as set forth in **Schedule 4(g)**, AJRDF is in compliance with all laws applicable to it or its business, properties, or assets, except as could not be expected to have a Material Adverse Effect.
- (h) **Permits.** Except as could not be expected to have a Material Adverse Effect, all permits required for AJRDF to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such permits as of the date hereof have been paid in full. **Schedule 4(h)** lists all current permits issued to AJRDF, including the names of the permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice

or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any permit set forth in Schedule 4(h).

5. Representations of L3HF.

L3HF represents and warrants the following to AJRDF, each of which shall be correct as of the date of this Agreement and the Effective Date (as if such representations and warranties were remade on the Effective Date).

- (a) Organization of L3HF. L3HF is a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Florida, and has full power and authority to own and operate its property and to carry on its business as now being conducted. L3HF has delivered to AJRDF true, accurate, and complete copies of L3HF's Articles of Incorporation and Bylaws, which reflect all amendments made thereto at any time prior to the date of this Agreement. L3HF is not in default under or in violation of any material provision of (i) its Articles of Incorporation or Bylaws, or (ii) any outstanding note, bond, indenture, mortgage, contract, instrument, or other agreement or commitment or any order, judgment, or decree to which it is a party.
- (b) Authorization and Binding Effect of L3HF. L3HF has all necessary capacity, authority, and power to execute and deliver this Agreement and consummate the transactions contemplated hereby and has taken all action required to be taken to authorize the execution, delivery, and performance of this Agreement, including a resolution of its Board of Directors approving the Merger. This Agreement constitutes a valid and binding agreement or commitment of L3HF, enforceable in accordance with its terms. The execution of this Agreement by L3HF, the performance by L3HF of its obligations hereunder, and the consummation of the transaction contemplated hereby by L3HF will not require any consent, approval, or notice under, or violate, breach, be in conflict with, or constitute a default (or an event that, with notice or lapse of time or both, would constitute a default) under, or permit termination of, or result in the creation or imposition of any lien upon, any properties, assets, or business of L3HF under any note, bond, indenture, mortgage, deed of trust, lease, franchise, permit, authorization, license, contract, instrument, or other agreement or commitment or any order, judgment, or decree to which L3HF is a party or by which L3HF or any of its assets or properties is bound or encumbered, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally and by general equitable principles.
- (c) Litigation, Etc. There is no material litigation, arbitration, governmental claim, investigation, or proceeding pending, or to the knowledge of its officers, threatened against L3HF at law or in equity, before any court, arbitration tribunal or governmental agency.

6. Termination. This Agreement may be terminated and the Merger abandoned by delivering a written notice of termination to the other party ("Notice") by the Board of Directors of either AJRDF or L3HF for (i) any reason at any time prior to the Effective Date, or (ii) for

Cause (as defined below). Termination and abandonment for any reason other than Cause shall be effective sixty (60) days from the date of delivery of Notice. Termination and abandonment for Cause shall be effective immediately upon delivery of Notice.

“Cause” shall mean a breach, inaccuracy in, or failure to perform any representation, warranty, covenant, or agreement made by a party pursuant to this Agreement and such breach, inaccuracy, or failure cannot be cured by the breaching party within thirty (30) days; provided, however, that the party seeking to terminate for Cause is not itself otherwise in default of any material obligation under this Agreement.

7. Covenants.

(a) AJRDF covenants and agrees after the date hereof and until the Effective Date:

- (i) The business of AJRDF shall be conducted in the ordinary and usual course and, to the extent consistent therewith. AJRDF shall use its best efforts to maintain its existing relations and goodwill with its clients, vendors, and employees.
- (ii) AJRDF shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of L3HF.
- (iii) AJRDF shall (a) afford L3HF and its representatives full access to and the right to inspect all of the properties, assets, premises, books and records, contracts, and other documents and data related to AJRDF, and (b) furnish L3HF and its representatives with such financial, operating, and other data and information related to AJRDF as L3HF or any of its representatives may reasonably request.
- (iv) AJRDF will coordinate with L3HF all press releases and public announcements regarding the Merger.

(b) L3HF covenants and agrees that:

- (i) Prior to the Effective Date, L3HF will coordinate with AJRDF all press releases and public announcements regarding the Merger.

8. Address for Notices. All notices and other communications provided for hereunder shall be in writing and shall be delivered by hand, sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or telecopier. In the case of notices or other communications to either party, they shall be sent to the respective address set forth below (or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 8):

If to AJRDF, to it at the following address:

ATTN: Kimberly O'Rourke
1025 W. NASA Boulevard

Melbourne, FL 32919

If to L3HF, to it at the following address:

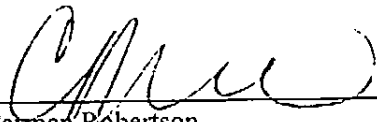
ATTN: Kimberly O'Rourke
1025 W. NASA Boulevard
Melbourne, FL 32919

9. Extension; Waiver. At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto; (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto; and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.
10. Choice of Law and Selection of Exclusive Forum. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that any dispute arising out of or relating to this Agreement shall be litigated solely and exclusively in the state and federal courts located in Brevard County, Florida, and agree to such jurisdiction, agree not to initiate any proceedings in any other jurisdiction, and agree not to interpose any objections or defense based on lack of personal jurisdiction or improper venue in any such proceeding.
11. Benefit/Assignment. Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns; provided, however, that no party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
12. Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.
13. Entire Agreement/Amendment. This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and/or effect. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Signatures received via facsimile, telex, email, in "pdf" format or by similar means/forms shall be deemed an original for purposes of rendering this Agreement binding and effective.

14. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

L3HARRIS FOUNDATION, INC.

By: 
Name: Carmen Robertson
Its: Director and President

By: _____
Name: Scott T. Mikuen
Its: Director and Secretary

AEROJET ROCKETDYNE FOUNDATION

By: _____
Name: Kelly Anderson
Its: Director and President

By: _____
Name: Scott T. Mikuen
Its: Director and Secretary

14. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

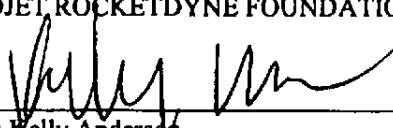
IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

L3HARRIS FOUNDATION, INC.

By: _____
Name: Carmen Robertson
Its: Director and President

By: _____
Name: Scott T. Mikuen
Its: Director and Secretary

AEROJET ROCKETDYNE FOUNDATION

By:  _____
Name: Kelly Anderson
Its: Director and President

By: _____
Name: Scott T. Mikuen
Its: Director and Secretary

14. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

L3HARRIS FOUNDATION, INC.

By: _____
Name: Carmen Robertson
Its: Director and President

By: Scott T. Mikuen
Name: Scott T. Mikuen
Its: Director and Secretary

AEROJET ROCKETDYNE FOUNDATION

By: _____
Name: Kelly Anderson
Its: Director and President

By: Scott T. Mikuen
Name: Scott T. Mikuen
Its: Director and Secretary

Schedule 4(b)

Required Consents

None.

Schedule 4(c)

Encumbrances

None.

Schedule 4(d)

Litigation

None.

Schedule 4(f)

Liabilities

None

Schedule 4(g)

Compliance With Laws

None.

Schedule 4(h)

Permits

None.