

P020000087457

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

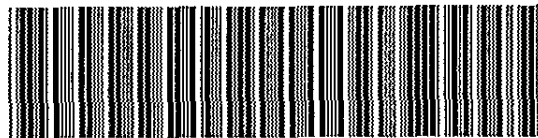
(Business Entity Name)

(Document Number)

Certified Copies ☒ Certificates of Status ☐

Special Instructions to Filing Officer:

Office Use Only



500009456625

12/18/02--01031--022 \*\*70.00

12/18/02--01041--026 \*\*8.75

RECEIVED  
02 DEC 18 AM 11:11  
DIVISION OF CORPORATION  
FILED  
02 DEC 18 PM 2:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T BROWN DEC 18 2002

Mergers w/ NC

**CT CORPORATION**

December 18, 2002

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5748070 SO  
Customer Reference 1: Shaw Aero  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Shaw Aero Development Newco, Inc. (FL)  
Merger (Survivor)  
Florida

Please return a certified copy along with regular evidence.

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton  
Sr. Fulfillment Specialist  
Jeff\_Netherton@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

SHAW AERO DEVELOPMENT, INC., a New York entity, 847278

INTO

SHAW AERO DEVELOPMENT NEWCO, INC. which changed its name to  
**SHAW AERO DEVELOPMENT, INC.**, a Florida entity, P02000087457

File date: December 18, 2002

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER  
OF  
SHAW AERO DEVELOPMENT, INC.**

**AND  
SHAW AERO DEVELOPMENT NEWCO, INC.**

**FILED**  
02 DEC 18 PM 2:55  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Secretary of State  
of the State of Florida

The following Articles of Merger are executed for the purpose of merging Shaw Aero Development, Inc., a New York corporation (the "Disappearing Corporation"), into Shaw Aero Development Newco, Inc., a Florida corporation (the "Surviving Corporation").

1. The Plan and Agreement of Merger is attached hereto as *Exhibit A* with the effective date of November 29, 2002.
2. The effective date and time of the merger in the State of Florida herein provided shall be the date on which the Articles of Merger are filed with the Florida Secretary of State.
3. The merger of the Disappearing Corporation with and into the Surviving Corporation is permitted by the laws of the jurisdiction of organization of the Disappearing Corporation and is in compliance with said laws.
4. The Plan of Merger was approved by the board of directors and sole shareholder of the Disappearing Corporation in accordance with the provisions of the New York Business Corporation Law.
5. The Plan of Merger was approved by the board of directors and sole shareholder of the Surviving Corporation in accordance with the provisions of the Florida Business Corporation Act.
6. Attached hereto and made a part hereof is the Plan and Agreement of Merger for merging the Disappearing Corporation into the Surviving Corporation as approved by resolution adopted by unanimous written consent in lieu of a meeting of the Sole Shareholder and Board of Directors of the Disappearing Corporation on November 29, 2002; and by resolution adopted by unanimous written consent in lieu of a meeting of the Sole Shareholder and Board of Directors of the Surviving Corporation on November 29, 2002.

7. The Surviving Corporation from and after the effective date of the merger will change its name to Shaw Aero Development, Inc.

Executed on November 29, 2002.

SHAW AREO DEVELOPMENT, INC.

By: Robert D. Patton

Name: Robert D. Patton

Title: President

SHAW AERO DEVELOPMENT NEWCO, INC.

By: Robert D. Patton

Name: Robert D. Patton

Title: President

H:\User\WGG\Shaw Aero\F Reorganization\Development-Articles of Merger.doc

## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER, dated November 21, 2002 (the "Agreement"), is entered into between Shaw Aero Development, Inc., a New York corporation (the "Disappearing Corporation") and Shaw Aero Development Newco, Inc., a Florida corporation (the "Surviving Corporation").

### **RECITALS**

A. Disappearing Corporation has an aggregate authorized capital of 2,000 shares of Common Stock, no par value (the "Disappearing Corporation Common Stock"), of which as of the date hereof, 1,000 were duly authorized and issued, 1,327 are outstanding and 673 were held by the Corporation as treasury stock.

B. Surviving Corporation has an aggregate authorized capital of 1,000 shares of Common Stock, no par value (the "Surviving Corporation Common Stock"), of which 1,000 shares have been duly issued and are outstanding.

C. James Shaw (the "Sole Shareholder") holds all of the outstanding shares of Disappearing Corporation Common Stock and all of the authorized, issued, and outstanding shares of Surviving Corporation Common Stock.

D. The respective Boards of Directors of the Disappearing Corporation and the Surviving Corporation, and the Sole Shareholder believe that the best interests of the Disappearing Corporation and the Surviving Corporation will be served by the merger of the Disappearing Corporation in the Surviving Corporation under and pursuant to the provisions of this Agreement and the New York Business Corporation Law and the Florida General Corporation Act.

### **AGREEMENT**

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agrees as set forth below.

#### **1. MERGER**

Disappearing Corporation shall be merged with and into Surviving Corporation (the "MERGER").

#### **2. SHAREHOLDER APPROVAL**

Prior to the filing of this Agreement or a certificate of merger with the Secretary of State of New York or of Articles of Merger with the Secretary of State of Florida, the Sole Shareholder approved this Agreement and the transaction contemplated hereby.

#### **3. EFFECTIVE DATE**

The Merger shall become effective immediately upon the later of (i) the filing of this Agreement or a certificate of merger with the Secretary of State of New York in accordance with the New York Business Corporation Law, and (ii) the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida General Corporation Act. The time of such effectiveness is hereafter called the "Effective Date".

4. SURVIVING CORPORATION

Surviving Corporation shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporation existence of the Disappearing Corporation shall cease.

5. NAME OF SURVIVING CORPORATION

On the Effective Date, the Articles of Incorporation of Surviving Corporation shall be amended to change the name of Surviving Corporation to "Shaw Aero Development, Inc."

6. CERTIFICATE OF INCORPORATION

Except as provided in Section 5, the Articles of Incorporation of Surviving Corporation as they exist on the Effective Date shall be the Articles of Incorporation of Surviving Corporation following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the Laws of the State of Florida.

7. BYLAWS

The Bylaws of Surviving Corporation as they exist on the Effective Date shall be the Bylaws of Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

8. BOARD OF DIRECTORS AND OFFICERS

The members of the Board of Directors and the officers of Surviving Corporation immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of Surviving Corporation following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

9. RETIREMENT OF OUTSTANDING STOCK

There shall be no issue of any additional shares of the Surviving Corporation Common Stock as a result of the Merger because the Sole Shareholder owned all of the issued and outstanding Surviving Corporation Common Stock and Disappearing Corporation Common Stock as of the Effective Date of the Merger. The currently issued and outstanding Surviving Corporation Common Stock shall not be affected by the Merger. All of the issued and outstanding Disappearing Corporation Common Stock shall be cancelled as a result of the Merger.

10. RIGHTS AND LIABILITIES OF SURVIVING CORPORATION

At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida General Corporation Act and Section 906 of the New York Business Corporation Law, the title to all real estate and other property or any interest therein owned by each of Disappearing Corporation and Surviving Corporation shall be vested in Surviving Corporation without reversion or impairment. Surviving Corporation shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchise, both public and private, and all of the property, real personal and mixed of each of Disappearing Corporation and Surviving Corporation without reversion or impairment. Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each

Disappearing Corporation and Surviving Corporation, any claim existing or action or proceeding pending by or against Disappearing Corporation or Surviving Corporation may be continued as if the Merger did not occur or Surviving Corporation may be substituted for Disappearing Corporation in the proceeding; neither the rights of creditors nor any liens upon the property of Disappearing Corporation and Surviving Corporation shall be impaired by the Merger, and Disappearing Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

#### 11. TERMINATION

This Agreement may be terminated and abandoned by action of the respective Boards of Directors of Disappearing Corporation and Surviving Corporation at any time prior to the Effective Date, whether before or after approval by the stockholders of either or both of the parties hereto.

#### 12. AMENDMENT

The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of Surviving Corporation, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

#### 13. REGISTERED OFFICE

The registered office of Surviving Corporation in the State of Florida is located at 3570 Shaw Boulevard, Naples, Florida 34117-8408, and F. Grant Westerman is the registered agent of Surviving Corporation at such address.

#### 14. INSPECTION OF AGREEMENT

Executed copies of this Agreement will be on file at the principal place of business of Surviving Corporation at 3570 Shaw Boulevard, Naples, Florida 34117-8408. A copy of this Agreement shall be furnished by Surviving Corporation, on request and without cost, to any stockholder of either Disappearing Corporation or Surviving Corporation.

#### 15. GOVERNING LAW

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

#### 16. SERVICE OF PROCESS

On and after the Effective Date, Surviving Corporation agrees that it may be served with process in New York in any proceeding for enforcement of any obligations of Disappearing Corporation or Surviving Corporation arising from the Merger.




17. DESIGNATION OF NEW YORK SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS


On and after the Effective Date, Surviving Corporation irrevocably appoints the Secretary of State of New York as its agent to accept service of process in any suit or other proceeding to enforce the rights of any stockholders of Disappearing Corporation or Surviving Corporation arising from the Merger. The New York Secretary of State is requested to mail a copy of any such process to Surviving Corporation at 3570 Shaw Boulevard, Naples, Florida 34117-8408.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by their respective Board of Directors, has caused this Plan and Agreement of Merger to be executed, respectively, by its President its sole officer.

SHAW AERO DEVELOPMENT, INC.  
a New York corporation


ATTEST:

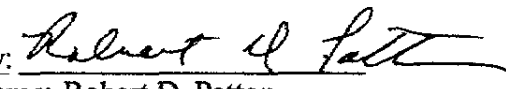
  
Secretary

By:   
Name: Robert D. Patton  
Its: President

SHAW AERO DEVELOPMENT NEWCO, INC.  
a Florida corporation

ATTEST:

  
Secretary

By:   
Name: Robert D. Patton  
Its: President