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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TB

12-23-08



HEICO Corporation, Miami Office, 825 Brickell Bay Drive, Suite 1644, Miami, Florida 33131
Telephone 305-374-1745 • Facsimile 305-374-6742

December 18, 2008

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

RE: Articles of Merger of Engineering Design Team Inc.

Dear Sir:

Please find attached herewith the Articles of Merger of Engineering Design Team, Inc. together with the pertinent documentation required. Also attached is our check for \$78.75 representing the filing fees and for the certified copy.

Please feel free to contact me with any questions.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph W. Pallot".

Joseph W. Pallot
General Counsel

Enclosure

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Engineering Design Team, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Joseph W Pallot

(Contact Person)

HEICO Corporation

(Firm/Company)

825 Brickell Bay Drive, Suite 1644

(Address)

Miami, Florida 33131

(City/State and Zip Code)

For further information concerning this matter, please call:

Joseph W. Pallot

(Name of Contact Person)

At (305) 374-1745

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

**ARTICLES OF MERGER
OF
ENGINEERING DESIGN TEAM, INC., an Oregon corporation
with
ENGINEERING DESIGN TEAM, INC., a Florida corporation company**

FILED
2008 DEC 19 AM 10:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1109 of the Florida Business Corporation Act and Section 60.494 of the Oregon Business Corporation Act **ENGINEERING DESIGN TEAM, INC.**, an Oregon corporation (the "Surviving Company"), and **ENGINEERING DESIGN TEAM, INC.**, a Florida corporation, formerly known as EDT Acquisition Corp. (the "Merging Company"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Company with and into the Surviving Company.

1. The Surviving Company is an Oregon corporation, with its principal office located at 1100 NW Compton, Suite 306, Beaverton, Oregon 97006, Oregon Registry Number 098706-84.

2. The Merging Company is a Florida corporation, with offices located at 825 Brickell Bay Drive, Suite 1644, Miami, Florida 33131, Florida Document Registration Number P05000146597.

3. On the Effective Date, as this term is hereinafter defined, the Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall be the surviving entity of the merger, pursuant to the terms set forth in that certain agreement and plan of merger by and between the parties dated as of December 18, 2008 (the "Merger Agreement"), a copy of which is attached hereto as Exhibit A.

4. The Merger Agreement was adopted and approved on December 18, 2008 by the sole shareholder of the Merging Company and the sole shareholder of the Surviving Company (being the Merging Company) in accordance with the applicable provisions of the Oregon Business Corporation Act and the Florida Business Corporation Act.

5. The effective date of the merger shall be the date on which this Articles of Merger are filed with the Corporate Division of the Secretary of State of Oregon and the Office of the Florida Division of Corporations (the "Effective Date").

6. The merger is permitted under the laws of Oregon and the laws of Florida, and is not prohibited by the Articles of Incorporation or Bylaws of the Surviving Company, or the Articles of Incorporation or Bylaws of the Merging Company.

7. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the parties to the merger. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the parties to the merger shall be vested in the Surviving Company without further act or deed. The title to or any interest in any real estate vested in any of the parties to the merger shall not revert or in any way be impaired

by reason of the merger. All obligations belonging to or due to each of the parties to the merger shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of each of the parties to the merger existing as of the Effective Date.

8. The executed Merger Agreement is on file at the principal place of business of the Surviving Company, the address of which is 1100 NW Compton, Suite 306, Beaverton, Oregon 97006.

9 The registered agent of the Surviving Company is MN Service Corporation (Oregon), 111 SW Fifth Avenue, Suite 3400, Portland, Oregon 97204.

10. In accordance with Section 607.1109 of the Florida Business Corporation Act, the Surviving Company is deemed to have appointed the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Company.

11. The Surviving Entity has agreed to promptly pay to the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Merging Company and the Surviving Company by their authorized representatives as of this 18th day of December 2008.

ENGINEERING DESIGN TEAM, INC.,
an Oregon corporation, the Surviving
Company

By: David Lowry
David Lowry, President

ENGINEERING DESIGN TEAM, INC.,
a Florida corporation, formerly known as
EDT Acquisition Corp., the Merging
Company

By: David Lowry
David Lowry, President

EXHIBIT A
MERGER AGREEMENT

COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") dated as of this 18th day of December 2008, is entered into by and between **ENGINEERING DESIGN TEAM, INC.**, an Oregon corporation (the "Surviving Company"), and **ENGINEERING DESIGN TEAM, INC.**, a Florida corporation, formerly known as EDT Acquisition Corp. (the "Merging Company") (the Company and the Merging Company collectively referred to herein as the "Constituent Entities").

RECITALS

WHEREAS, the parties deem it in the best interests of the Constituent Entities to have the Merging Company merge with and into the Surviving Company, and the Surviving Company be the surviving entity of the merger pursuant to the terms set forth herein.

WHEREAS, HEICO Electronic Technologies Corp. ("HETC") as the sole shareholder of the Merging Company, and the Merging Company as the sole shareholder of the Surviving Company, have approved the merger of the Merging Company with and into the Surviving Company in accordance with all applicable laws of the State of Oregon and the State of Florida.

WHEREAS, it is intended that the merger will qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986 as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and provisions set forth herein, the parties agree as follows:

1. Merger. In accordance with the provisions of this Plan of Merger, Section 60.470 seq. of the Oregon Business Corporation Act and Section 607.1101 et seq. of the Florida Business Corporation Act, on the Effective Date (as defined below), (a) the Merging Company shall be merged with and into the Surviving Company; (b) following the merger, the separate existence of the Merging Company shall cease; and (c) each share of stock of the Merging Company which is issued and outstanding immediately prior to the Effective Date shall be surrendered and exchanged for certificates representing all of the issued and outstanding shares of the Surviving Company, which shares shall be issued to HETC without consideration, and no payment shall be made with respect thereto.

2. Effective Date. The merger of the Constituent Entities shall become effective on the date of filing of the Articles of Merger with the Division of Corporations (the "Effective Date"). The Constituent Entities shall take all such other actions as may be required by law to make the merger effective.

3. Articles of Incorporation. Following the Effective Date, the Surviving Company shall continue its existence subject to the laws of the State of Oregon, and its Articles of Incorporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Company.

4. Shares. Except as set forth in Section 1(c) above, the merger shall have no effect on the shares of the Surviving Company which are issued and outstanding as of the Effective Date.

5. Directors and Officers. The Directors and officers of the Surviving Company as of the Effective Date shall continue to be the Directors and officers of the Surviving Company.

6. Effect of the Merger. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Company without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

7. Cooperation. The Merging Company shall, as and when requested by the Surviving Company, execute and deliver all such deeds, documents and instruments and take all such actions necessary or appropriate to carry out this merger, and to vest in the Surviving Company title to and possession of any property of the Merging Company acquired or to be acquired by reason or as a result of the merger herein contemplated.

8. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to conflict of law principles.

9. Construction. Every term and provision of this Plan of Merger shall be construed according to its fair meaning. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as a waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of the Plan of Merger shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10. Entire Agreement. This Plan of Merger contains the entire agreement between the Constituent Entities relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

11. Amendments. This Plan of Merger may be amended or modified only by a written instrument signed by authorized representatives of both Constituent Entities.

12. Severability. This Plan of Merger is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Plan of Merger or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Plan of

Merger and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13. Section Headings. The section headings appearing in this Plan of Merger are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

14. Abandonment of Merger. Pursuant to Section 60.487 of the Oregon Business Corporation Act and Section 607.1103 of the Florida Business Corporation Act the Plan of Merger may be abandoned without further shareholder action, in the manner determined by the Board of Directors of the Surviving Company or the Merging Company, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first above written.

ENGINEERING DESIGN TEAM, INC., an
Oregon corporation, the Surviving Company

By: David Lowry
David Lowry, President

ENGINEERING DESIGN TEAM, INC., a
Florida corporation, formerly known as EDT
Acquisition Corp., the Merging Company

By: David Lowry
David Lowry, President