

P10000057416

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(Address)

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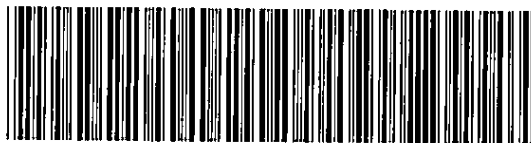
(Business Entity Name)

(Document Number)

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# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312  
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Date: 12/09/2020

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*en: c DW*

Name:	Airdyne Aerospace Inc.
Document #:	
Order #:	13384486

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
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Amount: \$ 78.75

Thank you!

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Airdyne Aerospace Inc.

\_\_\_\_\_  
Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Matthew Tedder

\_\_\_\_\_  
Contact Person

Baker & Hostetler

\_\_\_\_\_  
Firm/Company

200 S Orange Ave, Suite 2300

\_\_\_\_\_  
Address

Orlando, Florida 32801

\_\_\_\_\_  
City/State and Zip Code

BaxterP@airdyne-aero.com

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

For further information concerning this matter, please call:

Matthew Tedder

\_\_\_\_\_  
Name of Contact Person

At ( 407 ) 649-4684

\_\_\_\_\_  
Area Code & Daytime Telephone Number



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

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

## ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Airdyne Aerospace Inc.	Florida	Corporation	P10000057416

**SECOND:** The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Airdyne Aerospace Inc.	California	Corporation	C2875467

**THIRD:** The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

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**FOURTH:** Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

**FIFTH:** Please check one of the boxes that apply to domestic corporations:

- ☐ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☒ The plan of merger did not require approval by the shareholders.

**SIXTH:** Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

**SEVENTH:** Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

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CLERK OF COURT

**EIGHTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

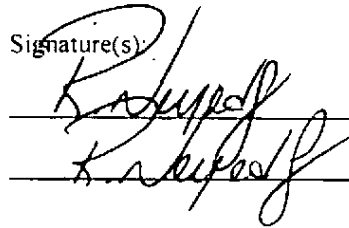
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**NINTH: Signature(s) for Each Party:**

Name of Entity/Organization:

Airayne Aerospace Inc.

Signature(s)



Typed or Printed  
Name of Individual:

Ross Neyedly

Airayne Aerospace Inc.

Ross Neyedly

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") dated as of November 15, 2020, by and between Airdyne Aerospace Inc., a Florida corporation, and Airdyne Aerospace Inc., a California corporation, is submitted in compliance with Section 607.1101 and Section 607.1105, Florida Statutes.

**FIRST:** The name, entity type and jurisdiction of the merging party is as follows (the "Merging Party"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
AIRDYNE AEROSPACE INC.	CORPORATION	CALIFORNIA

**SECOND:** The name, entity type and jurisdiction of the surviving party are as follows (the "Surviving Party"):

<u>Name</u>	<u>Entity</u>	<u>Jurisdiction</u>
AIRDYNE AEROSPACE INC.	CORPORATION	FLORIDA

**THIRD:** The terms and conditions of the merger are as follows:

- (a) In accordance with the provisions of the Florida Business Corporation Act, the Merging Party shall be merged with and into the Surviving Party and thereupon, the separate existence of the Merging Party shall cease and the Surviving Party shall continue to exist under the name Airdyne Aerospace Inc., to be governed by the laws of the State of Florida (the "Merger"), and the separate existence of the Surviving Party with all its rights, privileges, powers, immunities and franchises, will continue unaffected by the Merger, except as set forth in this Plan. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Department of State (the "Effective Time").
- (b) The articles of incorporation of the Surviving Party as in effect immediately prior to the Effective Time shall remain in effect until new Articles are adopted.
- (c) The Bylaws of the Merging Party, if any, shall cease to exist and the Surviving Party's Bylaws shall remain in effect until new Bylaws are adopted.
- (d) The officers and Board of Directors of the Merging Party shall cease to exist in their respective positions of such Merging Party and the officers and Board of Directors of the Surviving Party shall remain the officers and Board of Directors of the Surviving Party at the Effective Time.
- (e) Prior to the Effective Time, each of the Merging Party and the Surviving Party shall take all action necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Party shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the

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appropriate officers or authorized representatives of the Surviving Party or the Merging Party, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Party, any and all such conveyances, agreements, documents, instruments, and assurances and perform all further acts requested by the Surviving Party to carry out the provisions of this Plan.

**FOURTH:** The manner and basis of converting the shares of the Merging Party into securities of the Surviving Party are as follows:

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of shares of capital stock of the Merging Party issued and outstanding immediately prior to the Effective Time (the "Merging Party Shares"), all of the Merging Party Shares shall be cancelled and retired and no shares of the Surviving Party, cash or other consideration shall be paid or delivered in exchange therefor. As of the Effective Time, all of the shares of each class and series of capital stock of the Surviving Party ("Surviving Party Shares") issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holders thereof, continue unchanged and remain outstanding. From and after the Effective Time, the Merging Party Shares will no longer be outstanding and will be canceled and retired and will cease to exist.

**FIFTH:** At the Effective Time, all property, real, personal and mixed, of the Merging Party, and all debts due, as well as all other things and causes of action belonging to the Merging Party, shall be vested in the Surviving Party, and shall thereafter be the property of the Surviving Party as they were of the Merging Party, and the title to any real property vested by deed or otherwise, shall not revert or be in any way impaired by reason of the Merger, but rather shall immediately vest in the Surviving Party without further action by the Merging Party or the Surviving Party. All rights of creditors and all liens upon any property of the Merging Party shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Party that have merged shall attach to the Surviving Party and may be enforced against the Surviving Party to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Surviving Party.

*[Signatures on following page.]*

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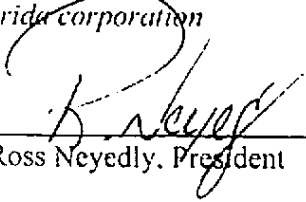
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IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first set forth above.

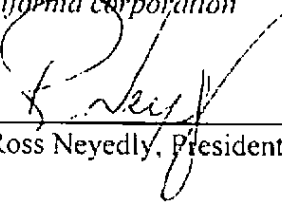
**SURVIVING PARTY:**

**AIRDYNE AEROSPACE INC.,**  
*a Florida corporation*

By:   
Ross Neyedly, President

**MERGING PARTY:**

**AIRDYNE AEROSPACE INC.,**  
*a California corporation*

By:   
Ross Neyedly, President

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CLERK OF COURT  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA