

21/2015 9: 33  
**P15000099008**  
Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE  
SKYWIRE COMMUNICATIONS INC.**

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TALLAHASSEE FLORIDA

12/21/2015 9:45:33 AM From: To: 8506176380 ( 2/7 )

### COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Skywire Communications Inc., a Florida corporation  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Suzanne M. Irwin, Paralegal  
Contact Person

c/o Flaster/Greenberg P.C.  
Firm/Company

1810 Chapel Avenue West, Commerce Center  
Address

Cherry Hill, NJ 08002  
City/State and Zip Code

steve.poulathas@flastergreenberg.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Suzanne M. Irwin, Paralegal  
Name of Contact Person

At ( 856 ) 382-2251  
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

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER**  
(Profit Corporations)

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 corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Skywire Communications Inc.	Florida	P15000099008

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Skywire Communications Inc.	New York	

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 1 / 1 / 16 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 18, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 18, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

12/21/2015 9:45:33 AM From: To: 8506176380( 4/7 )

**Seventh: SIGNATURES FOR EACH CORPORATION**

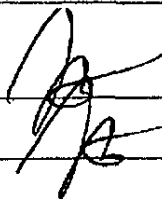
Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Skywire Communications Inc., a  
Florida corporation

X



Junaid Din, President

Skywire Communications Inc., a  
New York corporation

X

Junaid Din, President

## PLAN OF MERGER

This is an Agreement, entered into on December 18, 2015, with an effective date of January 1, 2016, by and between SKYWIRE COMMUNICATIONS INC., a New York corporation ("SCC-NY"), and SKYWIRE COMMUNICATIONS INC., a Florida corporation ("SCC-FL").

### Background

1. The shareholder of SCC-NY is the shareholder of SCC-FL, in each of such entities.
2. The director and officers of SCC-NY are also all of the officers and director of SCC-FL, in each of such entities.
3. The shareholders of SCC-NY intend to reorganize so that the entity continuing the business of SCC-NY is a Florida corporation owned by said shareholders in the same proportions as their ownership in SCC-NY.
4. Accordingly, it has been determined to merge SCC-NY with and into SCC-FL on the terms of this Agreement, in a tax-free reorganization under section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and to effect a mere change in place of organization.

NOW, THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. **The Merger.** In accordance with the provisions of Section §607-1108 of the Florida Business Corporation Act and Section §907, et seq. of the New York Business Corporation Law, and the terms and conditions set forth herein, SCC-NY shall be merged with and into SCC-FL, and SCC-FL shall continue its corporate existence and be the corporation surviving the merger (the "Merger"). The federal employer identification number of SCC-NY shall apply to the surviving entity, SCC-FL.
2. **Effective Date.** The consummation of the Merger shall be effective as of January 1, 2016 by the filing of an Article of Merger containing the information required by Section §607-1109 of the Florida Business Corporation Act with the office of the Secretary of State of the State of Florida and filing a Certificate of Merger containing the information required by Section §907 of the New York Business Corporation Law with the New York Secretary of State (the "Merger Effective Date").
3. **Directors and officers.** The director and officers of SCC-FL on the Merger Effective Date shall remain in office and continue to serve as such for the remainder of the term for which they were elected and until their successors are duly elected and qualified. Subject to the authority of SCC-FL's directors as provided by law and the By-Laws of SCC-FL, the officers of SCC-FL at the Merger Effective Date shall be as follows until their successors are duly elected and qualified:

Junaid Din - President, Treasurer, Secretary and sole Director

4. **Merger Consideration.** Subject to the provisions of this Agreement, on the Merger Effective Date, automatically as a result of the Merger, and without any action on the part of any party or shareholder:

**(A) Outstanding SCC-NY Common Stock.** The shares of SCC-NY Common Stock issued and outstanding immediately prior to the Merger Effective Date is:

Junaid Din - 100 shares

and shall, on and after the Merger Effective Date, be cancelled.

**(B) Surrender and Conversion of Stock.** On the Merger Effective Date:

(i) Each share of SCC-NY Common Stock shall be deemed for all purposes to be canceled; and

(ii) Immediately following the Merger, the following number of shares of SCC-FL Common Stock shall be issued and outstanding:

Junaid Din - 100 shares

**(C) Corporate Existence, Etc.** On the Merger Effective Date, the separate existence of SCC-NY and SCC-FL shall cease. SCC-FL shall, to the extent consistent with its Articles of Incorporation, possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of SCC-NY, specifically including its federal employer identification number.

**(D) Property of Merged Corporation.** On the Merger Effective Date, all real property and personal property, tangible and intangible, of every kind and description, belonging to SCC-NY shall be vested in SCC-FL without further act or deed and the title to any real estate, or any interest therein, vested in SCC-NY shall not revert or be in any way impaired by reason of the Merger; provided that SCC-FL shall be liable for all the obligations and liabilities of SCC-NY and all claims existing or actions or proceedings pending by or against SCC-NY may be enforced as if the Merger had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of SCC-NY shall be impaired by the Merger.

**(E) Assets and Liabilities; Capital Stock.** The assets and liabilities of SCC-NY on the Merger Effective Date shall be taken upon the books of SCC-FL at the amounts at which the same shall be carried at the time on the books of SCC-NY. The amount of the capital stock (paid-in capital) of GSI after the Merger shall be equal to the sum of the aggregate amounts of the capital stock (paid-in capital) of SCC-NY and SCC-FL immediately before the Merger Effective Date.

12/21/2015 9:45:33 AM From: To: 8506176380( 7/7 )

5. **Approval of Merger.** This Agreement shall be submitted at a meeting of the shareholders (or for consent) of SCC-NY and SCC-FL as provided by law. After approval by the shareholders of SCC-NY and SCC-FL, the Articles of Merger and Certificate of Merger described in Section 2 shall be executed on behalf of SCC-NY and SCC-FL and filed in the office of the Secretary of the States of Florida and New York, respectively.

6. **Termination of Merger.** The Merger may be terminated and abandoned by the mutual consent of the respective Boards of Directors of SCC-NY and SCC-FL at any time before the Merger Effective Date, whether before or after approval of this Agreement by the shareholders of such corporations.

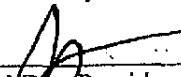
7. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth above.

Attest:

  
\_\_\_\_\_  
Junaid Din, Secretary

SKYWIRE COMMUNICATIONS INC.,  
a New York corporation

By:   
\_\_\_\_\_  
Junaid Din, President

  
\_\_\_\_\_  
Junaid Din, Secretary

SKYWIRE COMMUNICATIONS INC.,  
a Florida corporation

By:   
\_\_\_\_\_  
Junaid Din, President