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MERGER OR SHARE EXCHANGE SES AEROSTAR MERGER SUB, LLC

Certificate of Status	0
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ARTICLES OF MERGER
OF
AEROSTAR ENVIRONMENTAL SERVICES, INC.,
a Florida corporation
WITH AND INTO
SES AEROSTAR MERGER SUB, LLC
a Washington limited liability company,

893-5724

Pursuant to Section 607.1109 of the Florida Statutes, AEROSTAR ENVIRONMENTAL SERVICES, INC., a Florida corporation ("AES") and SES AEROSTAR MERGER SUB, LLC, a Washington limited liability company ("Merger Sub"), hereby adopt the following Articles of Merger:

1. **Plan of Merger.** The Plan of Merger is attached to these Articles of Merger setting forth the terms and conditions of the merger of AES with and into Merger Sub.
2. **Approval.** The merger has been approved, adopted, certified, executed and acknowledged by AES in accordance with the applicable provisions of Chapter 607 of the Florida Statutes and by Merger Sub in accordance with the applicable provisions of the Washington Limited Liability Company Act.
3. **Effective Date.** The merger is to become effective on April 2, 2012.
4. **Office of Surviving Company.** The principal place of business of the surviving corporation is 111 West 16th Avenue, Suite 400, Anchorage, AK 99501.
5. **Appointment of Agent.** Merger Sub hereby appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce obligations of AES, including any appraisal rights of its dissenting shareholders.
6. **Appraisal Rights.** Merger Sub has agreed to pay to any shareholders with appraisal rights the amount, if any, to which such shareholders are entitled under Section 607.1302 of the Florida Statutes.

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IN WITNESS WHEREOF, the parties to the merger have caused this certificate to be signed by an authorized officer, the 2 day of April, 2012.

SES AEROSTAR MERGER SUB, LLC, a Washington
Limited Liability Company

By: AEROSTAR SES LLC, its sole member

By: Basil A. Skelton
Name: Basil Skelton
Title: President and Chief Executive Officer

AEROSTAR ENVIRONMENTAL SERVICES,
INC., a Florida corporation

By: Basil A. Skelton
Name: Basil Skelton
Title: President

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TALLAHASSEE, FLORIDA

[Signature Page to Articles of Merger - Florida]

PLAN OF MERGER
BETWEEN
AEROSTAR ENVIRONMENTAL SERVICES INC.,
a Florida corporation
AND
SES AEROSTAR MERGER SUB, LLC,
a Washington limited liability company

THIS PLAN OF MERGER (this "Agreement") is made as of April 2, 2012, by and between SES AEROSTAR MERGER SUB, LLC, a Washington limited liability company (the "Surviving LLC"), and AEROSTAR ENVIRONMENTAL SERVICES INC., a Florida corporation (the "Disappearing Corporation") for the purposes of merging the Disappearing Corporation with and into the Surviving LLC. The Surviving LLC and the Disappearing Corporation are sometimes collectively referred to in this Agreement as the "Constituent Entities."

RECITALS

A. The Surviving LLC is a limited liability company organized and existing under the laws of the State of Washington whose sole member is Aerostar SES LLC, an Alaska limited liability company ("SES").

B. The Disappearing Corporation is a corporation organized and existing under the laws of the State of Florida whose sole shareholder is SES.

C. On the date of this Agreement, 100% of the issued and outstanding shares of the common stock of the Disappearing Corporation are owned by SES, which also owns 100% of the membership interests in the Surviving LLC.

AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of such merger, the parties agree as follows:

1. Merger.

1.1 The Merger.

On the Effective Date (as defined in Section 1.2) the Disappearing Corporation shall be merged with and into the Surviving LLC (the "Merger") pursuant to the applicable provisions of Chapter 607 of the Florida Statutes (the "Corporate Statute") and the Washington Limited Liability Company Act (the "LLC Act"), and in accordance with the terms and conditions of this Agreement. Upon consummation of the Merger, the following shall occur: (a) the Constituent Entities shall become a single entity; (b) the separate existence of the Disappearing Corporation shall cease; (c) the Surviving LLC, as the entity surviving the Merger, shall continue its

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corporate existence under the LLC Act; (d) all assets and every other interest of or belonging to or due the Disappearing Corporation will be deemed to be transferred to and vested in the Surviving LLC without further act or deed; (e) the Surviving LLC will thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities; and (f) shares of the Disappearing Corporation held by the shareholder of the Disappearing Corporation shall extinguish upon the Effective Date.

1.2 Effective Date.

The Merger will become effective as of April 2, 2012 (the "Effective Date") provided that properly executed Articles of Merger have been duly filed with the Secretary of State of the State of Washington and Secretary of State of the State of Florida and the Secretary of the State of the State of Washington and the Secretary of the State of Florida have issued respective Certificates of Merger.

2. Certificate of Formation.

The Certificate of Formation of the Surviving LLC in effect on the Effective Date shall continue in full force and effect and remain the Certificate of Formation of the Surviving LLC until the same shall be altered, amended or repealed in accordance with their terms and as provided by law.

3. Operating Agreement.

The operating agreement of the Surviving LLC in effect on the Effective Date shall continue in full force and effect and remain the LLC Agreement of the Surviving LLC until the same shall be altered, amended or repealed in accordance with their terms and the terms of the Certificate of Formation and as provided by law.

4. Effect of Merger.

On the Effective Date, the separate existence of the Disappearing Corporation shall cease, and the Disappearing Corporation shall be merged in accordance with the provisions of this Agreement with and into the Surviving LLC. The Surviving LLC, without further act, deed or other transfer, shall thereupon retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Disappearing Corporation and the Surviving LLC; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Disappearing Corporation and the Surviving LLC on whatever account, shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving LLC without further act or deed; title to any real estate, or any interest therein vested in the Disappearing Corporation or the Surviving LLC, shall not revert or in any way be impaired by reason of the Merger; and all the rights of creditors of the Disappearing Corporation and the Surviving LLC shall be preserved unimpaired, and all liens upon the property of Disappearing Corporation or the Surviving LLC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Disappearing Corporation or Surviving LLC shall thenceforth remain with or be attached to, as the case may be, the Surviving LLC and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had

been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Entity, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving LLC may be substituted in any such action or proceeding.

5. Surrendering of Stock

Each share of stock of the Disappearing Corporation issued and outstanding on the date of merger shall be surrendered to the Surviving LLC, which shall issue no membership interests for such shares so surrendered.

6. Conversion of Rights to Acquire Shares

The rights of shareholders of the Disappearing Corporation to acquire shares in the Disappearing Corporation shall terminate and shall be converted into an undivided membership interest in the Surviving LLC.

7. Implementation

7.1 Further Assurances

Each of the Constituent Entities hereby agrees that, at any time or from time to time as and when requested by the Surviving LLC, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving LLC, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

7.2 Compliance with Applicable Laws

Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington and the State of Florida to consummate and make effective the Merger.

8. Termination

This Agreement may be terminated for any reason at any time before the filing of Articles of Merger by the Secretary of State of the State of Washington or the Secretary of State of the State of Florida by action taken by the Constituent Entities for any reason deemed appropriate by them.

9. Amendment.

This Agreement may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Constituent Entities.

10. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

[Signature Page Follows]

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Dated as of the date first written above.

AEROSTAR ENVIRONMENTAL SERVICES, INC.,
a Florida corporation

By: Basil Skelton
Name: Basil Skelton
Title: President

SBS AEROSTAR MERGER SUB, LLC, a Washington
Limited Liability Company

By: AEROSTAR SBS LLC, its sole member

By: Basil Skelton
Name: Basil Skelton
Title: President and Chief Executive Officer

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(Signature Page to Plan of Merger -- Aerostar Environmental Services, Inc. and SBS Aerostar Merger Sub)