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Division of Corporations
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DIVISION OF CORPORATION
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MERGER OR SHARE EXCHANGE
NetMRO Inc.

Certificate of Status	0
Certified Copy	0
Page Count	15
Estimated Charge	\$170.00

w/ Name Change
35x5 - \$175

G. MCLEOD

DEC 31 2009

EXAMINER

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TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Acropia, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

James E. Gutknecht

Contact Person

Haas International Group Inc.

Firm/Company

1646 West Chester Pike, Suites 30-31

Address

West Chester, PA 19382

City, State and Zip Code

jgutknecht@haasinc.com

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

For further information concerning this matter, please call:

James E. Gutknecht

Name of Contact Person

at (484)

564-4528

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

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**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
NetMRO, Inc.	Delaware	N/A
Haus TCM LLC	Delaware	N/A
Haus TCM IP LLC	Delaware	N/A
Kemfast Aerospace USA, LLC	Florida	L03000001302
Kemfast USA LLC	Delaware	N/A

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Acropia, Inc.	Florida	P97000081471

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

December 31, 2009 at 11:59 p.m.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:



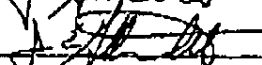
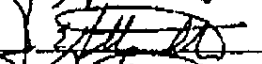
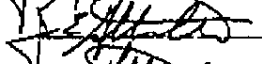
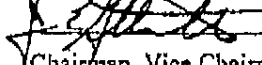
N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Acropia, Inc.		James E. Gutknecht Secretary
NetMRO, Inc.		James E. Gutknecht Secretary
Haas TCM LLC		James E. Gutknecht Authorized Rep.
Haas TCM IP LLC		James E. Gutknecht Authorized Rep.
Kernfust Aerospace USA, LLC		<input checked="" type="checkbox"/> James E. Gutknecht Authorized Rep.
Kernfust USA LLC		<input checked="" type="checkbox"/> James E. Gutknecht Authorized Rep.
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 a member or authorized representative	

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
NetMRO, Inc.	Delaware	Corporation
Haas TCM LLC	Delaware	Limited Liability Company
Haas TCM IP LLC	Delaware	Limited Liability Company
Kemfast Aerospace USA, LLC	Florida	Limited Liability Company
Kemfast USA LLC	Delaware	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Acropia, Inc.	Florida	Corporation

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

See Exhibit A attached hereto.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit B attached hereto.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Exhibit A attached hereto.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See Exhibit A attached hereto.

(Attach additional sheet if necessary)

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is made as of this ____ day of December 2009 by and among (i) NetMRO, Inc., a Delaware corporation, (ii) Haas TCM LLC, a Delaware limited liability company, (iii) Haas TCM IP LLC, a Delaware limited liability company, (iv) Kemfast Aerospace USA, LLC, a Florida limited liability company, and (v) Kemfast USA LLC, a Delaware limited liability company (each a "*Consolidation Entity*" and collectively, the "*Consolidation Entities*") on the one hand, and Aeropia, Inc., a Florida corporation (the "*Surviving Entity*") on the other. Each Consolidation Entity and the Surviving Entity are sometimes individually referred to in this Agreement as a "*Party*" and collectively as the "*Parties*."

BACKGROUND

WHEREAS, each of the Parties is a direct, wholly-owned subsidiary of Haas Group International Inc., a Pennsylvania corporation (the "*Parent*");

WHEREAS, the Parties desire to reorganize such that each of the Consolidation Entities will merge with and into the Surviving Entity on the terms and subject to the conditions set forth herein, with the Surviving Entity changing its name to NetMRO Inc. (the "*Merger*");

WHEREAS, the respective Board of Managers or Board of Directors, as applicable, of the Parties have approved the Merger, upon the terms and subject to the conditions set forth herein;

WHEREAS, the Board of Directors or Board of Managers, as applicable, of each of the Consolidation Entities and the Surviving Entity has recommended that the Parent, as the sole equity holder of each such Consolidation Entity and the Surviving Entity, adopt and approve this Agreement and approve the Merger; and

WHEREAS, the Parent, as the sole equity holder of each Consolidation Entity and the Surviving Entity, has adopted and approved this Agreement and approved the Merger in accordance herewith.

TERMS

NOW, THEREFORE, in consideration of the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Merger. On the terms and subject to the conditions set forth in this Agreement, in accordance with the Delaware General Corporation Law, the Delaware Limited Liability Company Act, the Florida Business Corporation Act and the Florida Limited Liability Company Act (collectively, "*Applicable Laws*"), the Consolidation Entities shall each be merged with and into the Surviving Entity. The Surviving Entity shall be the surviving entity of the

Merger and change its name to NetMRO Inc., and the separate existence of each of the Consolidation Entities shall cease.

2. Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned in accordance with this Agreement, the closing of the Merger (the "Closing") will take place as promptly as practicable after execution of all necessary instruments and receipt of all necessary consents, at the offices of Pepper Hamilton LLP, 400 Berwyn Park, 899 Cassatt Road, Berwyn, Pennsylvania 19312, or at such other date and place as the Parties may agree.

3. Effective Time. The Merger shall be effective as of December 31, 2009 at 11:59 p.m. The time the Merger becomes effective in accordance with the foregoing shall be referred to herein as the "Effective Time."

4. Conversion of Equity Interests. At the Effective Time, by virtue of the Merger and without further action on the part of the Parent, the Surviving Entity, or any Consolidation Entity:

a. all of each such Consolidation Entity's respective equity interests outstanding immediately prior to the Effective Time shall be canceled and retired and shall cease to exist, and no consideration shall be delivered to Parent in exchange therefore; and

b. each share of the Surviving Entity's capital stock issued and outstanding immediately prior to the Effective Time shall remain outstanding and unaffected.

5. Effect of Merger. The Merger shall, from and after the Effective Time, have all the effects provided by Applicable Laws, including, without limitation: (i) the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private and all of the property, real, personal and mixed, of each of the Consolidation Entities; (ii) all debts due to each Consolidation Entity of whatever account shall be vested in the Surviving Entity; (iii) all claims, demands, property, rights, privileges, powers and franchises and every other interest of each Consolidation Entity shall be as effectively the property of the Surviving Entity as they were of the respective Consolidation Entity; (iv) the title to any real estate vested by deed or otherwise in any Consolidation Entity shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity; (v) all rights of creditors and all liens upon any property of any Consolidation Entity shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time; and (vi) all debts, liabilities, and duties of the respective Consolidation Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

6. Governing Documents. At the Effective Time, (i) the Articles of Incorporation of the Surviving Entity in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Entity from and after the Effective Time except that the Articles of Incorporation of the Surviving Entity shall be amended to change its name to NetMRO Inc., as set forth in Exhibit A, and (ii) the Bylaws of the Surviving Entity in effect

immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity from and after the Effective Time, in each case until thereafter changed or amended as provided therein or by applicable law.

7. Board of Directors; Officers. At the Effective Time, (i) the directors of the Surviving Entity immediately prior to the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time, and (ii) the officers of Surviving Entity immediately prior to the Effective Time shall be the officers of the Surviving Entity from and after the Effective Time, in each case, until the earlier of such persons' respective resignations or the time that their respective successors are duly elected or appointed and qualified.

8. Further Assurances. After the Effective Time, the Parties and their respective officers and directors shall execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to such Consolidation Entity's property or rights in the Surviving Entity and otherwise to carry out the purposes of the Merger in the name of any Consolidation Entity or otherwise.

9. Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the Board of Managers or Board of Directors, as applicable, of any Party, notwithstanding approval of this Agreement by the holders of the outstanding equity interests in any Party.

10. Amendment. At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the approval of each of the Consolidation Entities and the Surviving Entity, notwithstanding approval of this Agreement by the holders of the outstanding equity interest of the Parties; provided, however, that no such amendment, modification or supplement not approved by the holders of the outstanding equity interests in any Party may materially adversely affect the benefits intended under this Agreement for the holders of the outstanding equity interests in such Consolidation Entities.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed wholly within the State of Delaware without regard to principles of conflict of laws.

12. Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile and other electronic means, each of which will be an original as regards any Party whose signature appears thereon and all of which together will constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement and Plan of Merger to be executed as of the date first written above.

NETMRO, INC.

AEROPIA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

HAAS TCM LLC

HAAS TCM IP LLC

BY: HAAS GROUP INTERNATIONAL,
ITS, SOLE MEMBER

BY: HAAS GROUP INTERNATIONAL,
ITS, SOLE MEMBER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KEMFAST AEROSPACE USA, LLC

KEMFAST USA LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

The Articles of Incorporation shall be amended to amend ARTICLE I thereof to read as follows:

"ARTICLE I: The name of the corporation is NetMRO Inc."

EXHIBIT B

1. all of each such merging corporation's respective equity interests outstanding immediately prior to the Effective Time shall be canceled and retired and shall cease to exist, and no consideration shall be delivered to the sole shareholder in exchange therefore; and

2. each share of the surviving corporation's capital stock issued and outstanding immediately prior to the Effective Time shall remain outstanding and unaffected.