

P98000019370

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H13000064426 3)))



H130000644263ABC-

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

RECEIVED

13 MAR 20 AM 8:05

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

7333642
8709389

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
DRS SIGNAL SOLUTIONS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$78.75

merger/cc
@ 3/21/13

H13000064426 3

**ARTICLES OF MERGER
OF**

DRS SONETICOM, INC.

WITH AND INTO

DRS SIGNAL SOLUTIONS, INC.

FILED
SECRETARY OF STATE
13 MAR 20 PM 4:07

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

FIRST: The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
DRS Signal Solutions, Inc.	Delaware

SECOND: The name and jurisdiction of the merging corporation (the "Merging Corporation" or "DRS Soneticom") is:

<u>Name</u>	<u>Jurisdiction</u>
DRS Soneticom, Inc.	Florida

THIRD: An Agreement and Plan of Merger has been duly adopted providing for the merger of DRS Soneticom and the Surviving Corporation. Surviving Corporation will be the surviving corporation after the merger. The Agreement and Plan of Merger is attached as Exhibit "A".

FOURTH: The merger is to become effective at 12:01 a.m. on April 1, 2013.

FIFTH: The Agreement and Plan of Merger was approved by the Board of Directors of the Surviving Corporation by unanimous written consent on January 29, 2013. In addition, the Agreement and Plan of Merger was approved by the sole stockholder of the Surviving Corporation on February 1, 2013.

SIXTH: The Agreement and Plan of Merger was approved by the Board of Directors of the Merging Corporation by unanimous written consent on January 28, 2013. In addition, the Agreement and Plan of Merger was approved by the sole stockholder of the Merging Corporation on February 1, 2013.

[Signature page follows]

H13000064426 3

H13000064426 3

DRS Soneticom, Inc.
a Florida corporation

By: 

Mark A. Dorfman, Secretary

DRS Signal Solutions, Inc.
a Delaware corporation

By: 

Mark A. Dorfman, Secretary

H13000064426 3

H13000064426 3

AGREEMENT AND PLAN OF MERGER**BETWEEN****DRS SONETICOM, INC.****AND****DRS SIGNAL SOLUTIONS, INC**

AGREEMENT AND PLAN OF MERGER, dated as of February 1, 2013, between DRS Soneticom, Inc., a Florida corporation ("DRS Soneticom"), and DRS Signal Solutions, Inc., a Delaware corporation ("DRS Signal"), said corporations sometimes hereinafter referred to jointly as the "constituent corporations" or the "Parties"

WITNESSETH:

WHEREAS, the boards of directors of DRS Signal and DRS Soneticom, respectively, have each approved and adopted this Agreement and Plan of Merger and deem it advisable that DRS Soneticom be merged with and into DRS Signal pursuant to this Agreement and Plan of Merger and the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA") for purposes of corporate simplification and reduction of expenses, upon the terms and conditions herein set forth; and

WHEREAS, each of (a) DRS Signal (in its capacity as the sole stockholder of DRS Soneticom), and (b) DRS Defense Solutions, LLC, a Delaware limited liability company and the sole stockholder of DRS Signal, have each approved and adopted this Agreement and Plan of Merger and deem it advisable that that DRS Soneticom be merged with and into DRS Signal pursuant to this Agreement and Plan of Merger and the applicable provisions DGCL and FBCA.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, and in accordance with the provisions of the DGCL and FBCA, as applicable, the Parties hereto agree as follows:

Article I

In accordance with the provisions of this Agreement and Plan of Merger and the DGCL and FBCA, as applicable, DRS Soneticom shall be merged with and into DRS Signal (the "Merger"). From and after the Effective Time (as defined below), DRS Signal shall be the surviving corporation, and shall continue its existence as a corporation under the laws of the State of Delaware.

Article II

H13000064426 3

H13000064426 3

The Merger shall become effective at the time when DRS Signal duly files (a) a certificate of merger (the "Certificate of Merger") with the Delaware Secretary of State, and (b) articles of merger (the "Articles of Merger") with the Florida Secretary of State, or at such subsequent time as the Parties shall agree and shall be specified in the Certificate of Merger and the Articles of Merger (the "Effective Time") in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and FBCA, as applicable, together with any other filings or recordings required under the DGCL and FBCA, as applicable, to effectuate the Merger.

At the Effective Time:

1. The two constituent corporations shall become a single entity, which shall be DRS Signal as the surviving corporation, and the separate existence of DRS Soneticom shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger with and into another corporation.

2. DRS Signal shall thereupon and thereafter possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, of each of the constituent corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the constituent corporations, shall be taken and deemed to be vested in the surviving corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the constituent corporations shall not revert or be in any way impaired by reason of the Merger.

3. DRS Signal shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the constituent corporations; and any claim existing or action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the Merger had not taken place, or the surviving corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the constituent corporations shall be impaired by the Merger.

4. The aggregate amount of the net assets of the constituent corporations that was available for the payment of dividends immediately prior to the Merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the surviving corporation.

5. The Bylaws of DRS Signal as existing and constituted immediately prior to the Effective Time shall be and constitute the Bylaws of the surviving corporation.

6. Each of the board of directors, and the members thereof, and the officers of DRS Signal immediately prior to the Effective Time shall be and constitute the board of directors, and the members thereof, and the officers of the surviving corporation.

H13000064426 3

H13000064426 3

Article III

The Certificate of Incorporation of DRS Signal shall not be amended in any respect by reason of this Agreement and Plan of Merger, and said Certificate of Incorporation, as heretofore amended and as in effect at the Effective Time, shall continue in full force and effect and shall constitute the Certificate of Incorporation of the surviving corporation until further amended in the manner provided by law.

Article IV

At the Effective Time, by virtue of the Merger and without any action by any stockholder, and without the payment of any consideration, each share of the issued and outstanding capital stock of DRS Soneticom shall be deemed to be surrendered by its holder and shall be canceled and retired and shall cease to exist, and the shares of DRS Signal shall thereafter constitute the shares of the corporation that shall survive the Merger.

Article V

DRS Signal, as the surviving corporation, shall pay all expenses of carrying this Agreement and Plan of Merger into effect and accomplishing the Merger.

Article VI

If at any time the surviving corporation shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of DRS Soneticom, the proper officers and directors of DRS Signal may, in the name of DRS Soneticom, execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the surviving corporation, and otherwise carry out the purposes of this Agreement and Plan of Merger.

Article VII

This Agreement and Plan of Merger shall be deemed to be the Agreement and Plan of Merger of the constituent corporations upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the Merger under the provisions of the laws of the State of Delaware and the State of Florida, respectively.

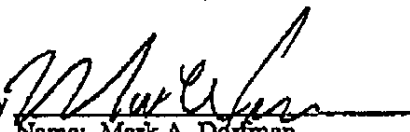
Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by the mutual consent of the constituent corporations evidenced by the appropriate resolutions of the boards of directors of DRS Signal at any time prior to the effective date of the merger.

H13000064426 3

H13000064426 3

IN WITNESS WHEREOF, DRS Soneticom, Inc. and DRS Signal Solutions, Inc.
have each caused this Agreement and Plan of Merger to be executed as of the date first
set forth above.

DRS SONETICOM, INC.

By 
Name: Mark A. Dorfman
Title: Secretary

DRS SIGNAL SOLUTIONS, INC.

By 
Name: Mark A. Dorfman
Title: Secretary

H13000064426 3