

Florida Department of State  
Division of Corporations  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## MERGER OR SHARE EXCHANGE

## G.A. INTERNATIONAL ELECTRONICS OF FLORIDA CORP

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*merger*  
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**ARTICLES OF MERGER**  
(Profit Corporations)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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:

EFFECTIVE DATE

12-31-08

| <u>Name</u>                                     | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|---|---------------------|--|
| G.A. International Electronics of Florida Corp. | Florida             | P94000039297                                     |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u>                                  | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|--|---------------------|--|
| G.A. International Electronics of L.A. Corp. | California          |  |
|  |                     |  |
|  |                     |  |
|  |                     |  |
|  |                     |  |

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 12 / 31 / 08 (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.)  
at 11:58 pm

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 10, 2008

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 10, 2008

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)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

G.A. International Electronics of Florida Corp. *[Signature]*

**Steven M. Post, Vice President**

G.A. International Electronics of L.A Corp. *[Signature]*

**Steven M. Post, Vice President**

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**PLAN AND AGREEMENT OF MERGER  
of**

**G.A. INTERNATIONAL ELECTRONICS OF L.A. CORP.  
(a California corporation)**

**and**

**G.A. INTERNATIONAL ELECTRONICS OF FLORIDA CORP.  
(a Florida corporation)**

THIS PLAN AND AGREEMENT OF MERGER, dated as of December 12, 2008, between G.A. International Electronics of L.A. Corp., a California corporation (the "Merging Company"), and G.A. International Electronics of Florida Corp., a Florida corporation (the "Surviving Corporation").

**RECITALS**

A. The Merging Company and the Surviving Corporation deem it advisable and in their best interests to merge the Merging Company into the Surviving Corporation upon the terms and conditions hereinafter set forth.

B. L-3 Communications Corporation, a Delaware corporation ("Parent"), is the sole shareholder of the Merging Corporation and the Surviving Corporation.

C. The Merging Corporation has an authorized capital of 1,000 shares of common stock, par value \$1.00 per share, of which 100 shares are issued and outstanding. The Surviving Corporation has an authorized capital of 100 shares of common stock, par value \$5.00 per share, of which 100 shares are issued and outstanding.

D. The board of directors of each of the Merging Corporation and the Surviving Corporation has adopted resolutions approving this Plan and Agreement of Merger (this "Plan"), and the merger of the Merging Company with and into the Surviving Corporation, in accordance with the California Corporations Code (the "CCC") and the Florida Business Corporation Act (the "FBCA"), and directing that this Plan be submitted for approval by Parent as its sole shareholder. Parent, in its capacity as sole shareholder of the Merging Corporation and the Surviving Corporation, has approved this Plan and the Merger contemplated hereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Parties to Merger. At the Effective Time (as defined in Section 3), the Merging Corporation shall be merged with and into the Surviving Corporation, in accordance with the CCC, the FBCA and the terms and conditions of this Plan, and the separate corporate existence of the Merging Corporation shall cease (such transaction being hereinafter referred to as the "Merger"). The existence of the Surviving Corporation shall continue unimpaired and unaffected by the Merger.

2. Conversion of Shares. Each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be cancelled and no consideration shall be delivered in exchange therefor. The common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

3. Filing and Effective Time. Articles or a certificate of merger, as the case may be, and such other documents and instruments are required by, and complying in all respects with the CCC and the FBCA shall be delivered to the appropriate state officials for filing. The Merger shall become effective at 11:58 p.m. on December 31, 2008 (the "Effective Time").

4. Charter and By-Laws; Directors and Officers. The charter and by-laws of the Surviving Corporation as in effect immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the charter and by-laws of the Surviving Corporation, until thereafter altered, amended or repealed as provided therein and in accordance with applicable law. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, from and after the Effective Time, continue to be the directors and officers of the Surviving Corporation, until their respective successors are duly elected or appointed and shall qualify or their earlier resignation or removal.

5. Further Assurances. The Merging Corporation, at any time, or from time to time, as and when requested by the Surviving Corporation, or its successors and assigns, shall execute and deliver, or cause to be executed and delivered, in the name of the Merging Corporation, by its last acting officers or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and shall take or cause to be taken such further action as the Surviving Corporation or its successors and assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all of the property, rights, privileges, powers, immunities, franchises and interests of the Merging Corporation and otherwise to carry out the intent and purposes of this Plan.

6. Termination. This Plan may be terminated by the board of directors of either of the Merging Corporation or the Surviving Corporation at any time prior to the

Effective Time and notwithstanding any approval of the Plan by the shareholders of the Merging Corporation and/or the Surviving Corporation.

7. Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan. Words used in this Plan, regardless of the gender or number specifically used, shall be deemed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context may require.

8. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first written above.

G.A. INTERNATIONAL ELECTRONICS  
OF L.A. CORP.

By: 

Name: STEVEN M. POST

Title: Vice President, Sales & Mktg

G.A. INTERNATIONAL ELECTRONICS  
OF FLORIDA CORP.

By: 

Name: STEVEN M. POST

Title: Vice President, Sales & Mktg