490168

DAVID A. SCHWARTZ
ATTORNEY AT LAW
8181 WEST BROWARD BOULEVARD
SUITE 204
PLANTATION, FLORIDA 33324
(954) 472-0199
FAX (954) 472-9317

December 18, 1998

Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: SAFE ALARM SYSTEMS, INC./LYNDI MANAGEMENT CORP.
<u>Articles of Merger</u>

400002717704--3
-12/21/98--01096--004
*****78.75 *****78.75

Gentlemen:

I enclose an originally executed set of Articles of Merger, accompanied by an Agreement and Plan of Merger, for the following Florida corporations: **Safe Alarm Systems, Inc.** and **Lyndi Management Corp.** Please file same with the Florida Secretary of State's office immediately upon your receipt of these Articles, and return a <u>certified copy</u> to me by regular mail as proof of filing. Please note that the effective date of this merger is January 1, 1999.

I enclose my client's check number 003306 in the amount of $78.75 in full payment of the requisite filing fees as follows:

Articles of Merger (2 corporations)	$ 70.00
Certified copy	8.75
Total	$ 78.75

FILED
98 DEC 21 AM 11:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Thank you for your assistance in this matter.

Very truly yours,

David A. Schwartz

DAVID A. SCHWARTZ
Attorney at Law

DAS:ch
Enclosures as indicated

EFFECTIVE DATE
1-1-99

merger

TLC JAN 7 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

LYNDI MANAGEMENT CORP., a Florida corporation, S83526

INTO

SAFE ALARM SYSTEMS, INC., a Florida corporation, 490168

File date: December 21, 1998, effective January 1, 1999

Corporate Specialist: Thelma Lewis

98 DEC 21 AM 11:02
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF
LYNDI MANAGEMENT CORP.
INTO
SAFE ALARM SYSTEMS, INC.

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, **SAFE ALARM SYSTEMS, INC.**, a Florida corporation, and **LYNDI MANAGEMENT CORP.**, a Florida corporation, adopt the following Articles of Merger for the purpose of merging LYNDI MANAGEMENT CORP. into SAFE ALARM SYSTEMS, INC.:

EFFECTIVE DATE 1-1-99

PLAN OF MERGER

1. The Agreement and Plan of Merger setting forth the terms and conditions of the merger of LYNDI MANAGEMENT CORP. into SAFE ALARM SYSTEMS, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

ADOPTION OF PLAN

2. (a) There are 100 shares of common stock, each of $1.00 par value of LYNDI MANAGEMENT CORP. issued and outstanding that were entitled to vote on the Agreement and Plan of Merger, all of which voted in favor of the Agreement and Plan of Merger on December 16, 1998.

(b) There are 10 shares of common stock, each of $10.00 par value of SAFE ALARM SYSTEMS, INC. issued and outstanding that were entitled to vote on the Agreement and Plan of Merger, all of which voted in favor of the Agreement and Plan of Merger on December 16, 1998.

EFFECTIVE DATE

3. The Agreement and Plan of Merger shall be effective on January 1, 1999.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 16, 1998.

SAFE ALARM SYSTEMS, INC., a Florida corporation

By: ______________________
STUART GLICKMAN
President

LYNDI MANAGEMENT CORP., a Florida corporation

By: ______________________
STUART GLICKMAN
President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I **HEREBY CERTIFY** that on the 16 day of December, 1998, before me personally appeared STUART GLICKMAN, as President of SAFE ALARM SYSTEMS, INC. and LYNDI MANAGEMENT CORP., respectively, corporations organized under the laws of the State of Florida, to me known to be the person who executed the foregoing instrument in such capacity, and acknowledged the execution thereof to be his free act and deed in such capacity for the uses and purpose therein mentioned; that he affixed thereto the official of said corporations, and that said instrument is the act and deed of said corporations; and that he is personally known to me or produced N/A as identification, and did (~~did not~~) take an oath.

DAVID A. SCHWARTZ
MY COMMISSION # CC 741732
EXPIRES: 06/25/2002
1-800-3-NOTARY Fla. Notary Services & Bonding Co.

____
Notary Public State of Florida
David A. Schwartz

My Commission Expires:

AGREEMENT AND PLAN OF MERGER

THIS PLAN OF MERGER, entered into on the 16th day of December, 1998, by and between **LYNDI MANAGEMENT CORP.**, a Florida corporation (hereinafter referred to as "Lyndi"), and **SAFE ALARM SYSTEMS, INC.**, a Florida corporation (hereinafter referred to as "Safe" or the "Surviving Corporation").

ARTICLE I
PLAN OF MERGER

1.01 A plan of merger of LYNDI MANAGEMENT CORP. and SAFE ALARM SYSTEMS, INC., pursuant to Section 607.1101 of the Florida Statutes and Section 368 (a)(1)(A) of the Internal Revenue Code of 1986, as amended, is adopted as follows:

(a) Lyndi shall be merged with and into Safe, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be "SAFE ALARM SYSTEMS, INC."

(c) When this Agreement shall become effective, the separate corporate existence of Lyndi shall cease, and Safe shall succeed, without other transfer, to all the rights and property of Lyndi and shall be subject to all the debts and liabilities of Lyndi in the same manner as if Safe had itself incurred them.

(d) Safe will carry on business with the assets of Lyndi, as well as with the assets of Safe.

(e) The shareholders of Lyndi will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Lyndi surrendered by its shareholders, Safe will issue and transfer to these shareholders, on the basis set forth in Article II below, shares of its common stock.

(g) The shareholders of Safe will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Safe, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided in the Articles or as provided by law.

1.02 The effective date of the merger shall be January 1, 1999 (hereinafter referred to as the "Effective Date").

ARTICLE II
MANNER OF CONVERTING SHARES

2.01 The holders of shares of Lyndi shall surrender their shares to the Secretary of Safe promptly after the Effective Date, in exchange for shares of Safe to which they are entitled under this Article II.

2.02 The shareholders of Lyndi shall be entitled to receive ten (10) shares of common stock of Safe, each of $10.00 par value, to be distributed on the basis of one (1) share of Safe for each ten (10) shares of common stock of Lyndi.

ARTICLE III
DIRECTORS AND OFFICERS

3.01 (a) The present Board of Directors of Safe shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Safe.

(c) All persons who as of the Effective Date of the merger shall be officers of Safe shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE IV
BYLAWS

4.01 The bylaws of Safe, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended or repealed as provided in the bylaws or as provided by law.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF LYNDI

5.01 As a material inducement to Safe to execute this Agreement and perform its obligations under this Agreement, Lyndi represents and warrants to Safe as follows:

(a) Lyndi is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Lyndi has an authorized capitalization of Seven Thousand Five Hundred (7,500) shares of common stock, $1.00 par value per share, of which One Hundred (100) shares are validly issued and outstanding, fully paid and nonassessable on the date of this Agreement.

(c) All required federal, state and local tax returns of Lyndi have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Lyndi has not been delinquent in the payment of any tax or assessment.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SAFE

6.01 As a material inducement to Lyndi to execute this Agreement and perform its obligations under this Agreement, Safe represents and warrants to Lyndi as follows:

(a) Safe is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Safe has an authorized capitalization of One Hundred (100) shares of common stock, $10.00 par value per share, of which Ten (10) shares are validly issued and outstanding, fully paid and nonassessable.

ARTICLE VII
COVENANTS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

7.01 Except as limited by this Section 7.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with clients and other business contacts. Except with the prior consent in writing of Safe, pending consummation of the merger, Lyndi shall not:

(a) Declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

7.02 This Agreement shall be submitted to the shareholders of Lyndi and Safe for approval in the manner provided by the laws of the State of Florida.

7.03 Except as may be expressly waived in writing by Lyndi, all of the obligations of Lyndi under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Safe:

(a) The representations and warranties made by Safe to Lyndi in Article VI of this Agreement and in any other document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects.

(b) Safe shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

7.04 Except as may be expressly waived in writing by Safe, all of the obligations of Safe under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Lyndi:

(a) The representations and warranties made by Lyndi to Safe in Article V of this Agreement and in any other document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects.

(b) Lyndi shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE VIII
TERMINATION

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(i) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(ii) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(iii) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(iv) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change on the business or condition, financial or otherwise, of either constituent corporation.

8.02 If an election is made to terminate this Agreement and abandon the merger:

(a) The President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subsection (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE IX
INTERPRETATION AND ENFORCEMENT

9.01 Lyndi agrees that from time to time, as and when requested by Safe or by its successors and assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Lyndi further agrees to take or cause to be taken any further or other actions as Safe may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to Safe title to and possession of all the property rights, privileges, powers and franchises referred to in this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

As to Safe:	Safe Alarm Systems, Inc. 4490 S.W. 64th Avenue Davie, Florida 33314
As to Lyndi:	Lyndi Management Corp. 4490 S.W. 64th Avenue Davie, Florida 33314

or to such other addresses as may be requested by the parties from time to time.

9.03 This Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.04 The validity, interpretation and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

SAFE ALARM SYSTEMS, INC., a Florida corporation

By____________________
STUART GLICKMAN, President

LYNDI MANAGEMENT CORP., a Florida corporation

By____________________
STUART GLICKMAN, President