

FO20000006464

(Requestor's Name)

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PICK-UP WAIT MAIL

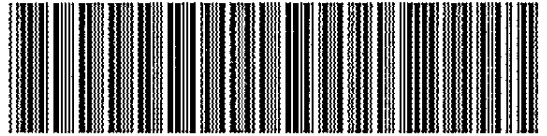
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE
1-1-03

RECEIVED
02 DEC 31 PM 4: 17
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
02 DEC 31 PM 4: 35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

T BROWN JAN - 2 2003



ACCOUNT NO. : 072100000032
REFERENCE : 873078 4305026
AUTHORIZATION : *Patricia Pijuta*
COST LIMIT : \$ 70.00

ORDER DATE : December 27, 2002
ORDER TIME : 3:22 PM
ORDER NO. : 873078-030
CUSTOMER NO: 4305026
CUSTOMER: Ms. Anne Marie Keane
Sullivan & Worcester Llp
Floor 23rd
One Post Office Square
Boston, MA 02109

ARTICLES OF MERGER

RECOVERY SYSTEMS, INC.

INTO

LOJACK CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: ANGIE GLISAR EXT. 1124
EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

RECOVERY SYSTEMS, INC., a Florida corporation, J83686

into

LOJACK CORPORATION, a Massachusetts entity F02000006464

File date: December 31, 2002 , effective January 1, 2003

Corporate Specialist: Teresa Brown

Account number: 072100000032

Amount charged: 70.00

ARTICLES OF MERGER OF
RECOVERY SYSTEMS, INC.

AND

LOJACK CORPORATION

FILED
02 DEC 31 PM 4:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1107, F.S.

FIRST: The name and jurisdiction of the surviving corporation:

EFFECTIVE DATE
1-1-03

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
LoJack Corporation	Commonwealth of Massachusetts	not applicable

SECOND: The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Recovery Systems, Inc.	State of Florida	J83686

THIRD: The Agreement and Plan of Merger is attached.

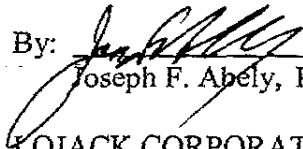
FOURTH: The merger shall become effective on January 1, 2003.

FIFTH: The Agreement and Plan of Merger was adopted by the board of directors of the surviving corporation on December 31, 2002, and shareholder approval was not required.

SIXTH: The Agreement and Plan of Merger was adopted by the sole shareholder and the board of directors of the merging corporation on December 31, 2002.

SEVENTH: Signatures

RECOVERY SYSTEMS, INC.

By: 
Joseph F. Abely, President

LOJACK CORPORATION

By: 
Keith E. Farris, Vice President

State of Florida



Department of State

I certify from the records of this office that RECOVERY SYSTEMS, INC., is a corporation organized under the laws of the State of Florida, filed on July 17, 1987.

The document number of this corporation is J83686.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on June 4, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of December, 2002



CR2EO22 (7-02)

Jim Smith
Jim Smith
Secretary of State

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 31st day of December, 2002, by and between LOJACK ARIZONA, LLC, a Delaware limited liability company (the "LoJack AZ"), LOJACK OF NEW JERSEY CORPORATION, a Delaware corporation and the sole member of the LoJack AZ ("LoJack NJ"), LOJACK OF PENNSYLVANIA, INC., a Delaware corporation ("LoJack PA"), LOJACK HOLDINGS CORPORATION, a Massachusetts corporation ("LoJack Holdings"), RECOVERY SYSTEMS, INC., a Florida corporation ("Recovery Systems" and together with LoJack AZ, LoJack NJ, LoJack PA, LoJack Holdings, the "Subsidiaries") and LOJACK CORPORATION, a Massachusetts corporation (the "Parent"). (The Parent and the Subsidiaries are referred to herein collectively as the "Constituent Entities.")

RECITALS

A. The Parent is the sole stockholder of LoJack NJ, LoJack PA, LoJack Holdings and Recovery Systems. The Board of Directors of the Parent has approved and adopted this agreement and deem it advisable that the Subsidiaries be merged with and into the Parent (the "Merger") pursuant to this agreement and the applicable laws of the State of Delaware, the Commonwealth of Massachusetts and the State of Florida.

B. LoJack NJ is the Manager and sole owner of membership interest of LoJack AZ. The Board of Directors of LoJack NJ (the "Board") has approved and adopted this Agreement on behalf LoJack NJ acting as the sole Manager and Member of LoJack AZ, and deem it advisable that LoJack AZ be merged with and into the Parent pursuant to this Agreement and the applicable laws of the State of Delaware and the Commonwealth of Massachusetts.

C. LoJack NJ is the sole owner of the membership interest of LoJack AZ and has approved the proposed merger of LoJack AZ with and into the Parent pursuant to this Agreement and the applicable laws of the State of Delaware by a vote of the Board as described above.

D. LoJack NJ is the sole owner of assets of LoJack Recovery Systems Business Trust, a Massachusetts business trust, which liquidated into LoJack NJ pursuant to a Plan of Liquidation effective at the close of business on December 31, 2002.

E. The Board of Directors of Recovery Systems has approved and adopted this Agreement and deem it advisable that Recovery Systems be merged with and into the Parent pursuant to this Agreement and the applicable laws of the State of Florida and the Commonwealth of Massachusetts.

NOW, THEREFORE, in consideration of the premises, and of the agreements contained herein, the parties hereto agree as follows:

ARTICLE I

The Merger; Effective Time

1.1 The Merger. At the Effective Time (as defined in Section 1.2) the Subsidiaries shall be merged with and into the Parent and the separate entity existence of each of the Subsidiaries shall

thereupon cease. The Parent shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue to be a business corporation governed by the laws of the Commonwealth of Massachusetts, and the separate existence of the Parent with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Delaware Limited Liability Company Act (the "DLLCA"), the Delaware General Corporation Law (the "DGCL"), the Florida 1989 Business Corporation Act (the "FBCA") and the Massachusetts Business Corporation Law (the "MBCL").

1.2. Effective Time. The Constituent Entities shall cause their officers to (i) file a certificate of merger (the "Certificate of Merger") complying with the requirements of the DLLCA with the Delaware Secretary of State, (ii) file articles of merger complying with the requirements of the FBCA with the Florida Department of State, (iii) file and articles of merger complying with the requirements of the MBCL with the Secretary of the Commonwealth of Massachusetts and shall take all such other actions as may be required for accomplishing the Merger. The Merger shall be effective on January 1, 2003 (the "Effective Time").

ARTICLE II

Certificate of Incorporation of the Surviving Entity

2.1 The Articles of Incorporation of the Parent shall be the Articles of Incorporation of the Surviving Entity, until duly amended in accordance with the terms thereof and the MBCL.

2.2. The Bylaws. The bylaws of the Parent (the "Bylaws") in effect at the Effective Time shall be the Bylaws of the Surviving Entity, until duly amended in accordance with the terms thereof and the MBCL.

ARTICLE III

Board of Directors of the Surviving Entity

3.1. Board. The Board of the Parent at the Effective Time shall, from and after the Effective Time, be the Board of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Certificate of Incorporation and the MBCL.

ARTICLE IV

Effect of the Merger on Membership Interest of LoJack AZ And Capital Stock of the Parent

4.1. Membership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of the sole owner of the membership interest, the membership interest of LoJack AZ shall be canceled without payment of any consideration therefor.

4.2 Subsidiary Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any capital stock or shares of the Constituent Entities, each share of the common stock of each of the Subsidiaries (the "Subsidiary Shares") issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be canceled without

payment of any consideration therefor. Upon cancellation, each holder of cancelled Subsidiary Shares shall surrender the certificates representing the cancelled Subsidiary Shares to the Parent. After the Effective Time, all rights with respect to the cancelled Subsidiary Shares shall cease and terminate, and such shares shall no longer be deemed to be outstanding, whether or not the certificate(s) representing such shares have been surrendered to the Parent.

Parent Corporation Stock. The Merger shall not affect the number of authorized or outstanding common shares in the Parent. Each common share in the Parent issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at the Effective Time.

ARTICLE V

Termination

5.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval by sole member and sole stockholder, as applicable, of the Constituent Entities, by the mutual consent of the Parent and the Subsidiaries, by action of their respective Board and/or Manager, as applicable.

5.2. Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors, officers, or managers) shall have any liability or further obligation to any other party to this Agreement.

ARTICLE VI

Miscellaneous and General

6.1. Modification or Amendment. Subject to applicable laws, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2. Filing. This Agreement will be kept on file at the place of business of the Surviving Entity at: 200 Lowder Brook Drive, Suite 1000, Westwood, MA 02090.

6.3. Counterparts. For convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.4. Copies. A copy of this Agreement will be furnished by the Surviving Entity on request, without cost, to any shareholder of any constituent corporation or member of any constituent limited liability company.

6.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws thereof.

6.6. Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

6.7. Florida Agent. At the Effective Time, the Secretary of State of the State of Florida is hereby deemed agent for service of process upon the Surviving Entity in the State of Florida in a proceeding to enforce any obligation or the rights of dissenting shareholders of Recovery Systems.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]