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MERGER OR SHARE EXCHANGE
ELECTRONIC TECHNOLOGIES CORPORATION USA

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**ARTICLES OF MERGER
MERGING
SECURITY ONE SYSTEMS, INC.,
WITH AND INTO
ELECTRONIC TECHNOLOGIES CORPORATION USA**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1109, Florida Statutes.

FIRST: The name of the surviving corporation of the Merger is Electronic Technologies Corporation USA, a New York corporation.

SECOND: The name and jurisdiction of the merging corporation is Security One Systems, Inc., a Florida corporation.

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the date of filing of these Articles of Merger.

FIFTH: The Plan of Merger was approved by the shareholder of the merging corporation on June 22, 2012.

SIXTH: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on June 22, 2012 and shareholder approval was not required in accordance with the applicable laws of the state of New York under which the surviving corporation is incorporated.

SEVENTH: As the surviving corporation is incorporated under the laws of New York, the surviving corporation's registered agent's address is as follows:

c/o CT CORPORATION SYSTEM
111 Eighth Avenue
New York, New York, 10011

EIGHTH: As the surviving corporation is an out-of-state corporation, the surviving corporation 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 the merging corporation and agrees to promptly pay the dissenting shareholders of the merging corporation the amount, if any, to which they may be entitled under section 607.1302, Florida Statutes.

[signatures follow on next page]

Signatures for each corporation:

Security One Systems, Inc.

By: Barbara A. Santoro
Name: Barbara A. Santoro
Title: Assistant Secretary

Electronic Technologies Corporation USA

By: Barbara A. Santoro
Name: Barbara A. Santoro
Title: Assistant Secretary

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 22nd, 2012 (this "Agreement of Merger") by and between Electronic Technologies Corporation USA, a New York corporation ("ETC"), and Security One Systems, Inc., a Florida corporation ("Corporation").

WHEREAS, ETC owns 100% of the issued and outstanding capital stock of the Corporation;

WHEREAS, the Board of Directors of the Corporation has deemed it advisable and in the best interest of the Corporation that the Corporation merge (the "Merger") with and into ETC, with ETC being the surviving corporation and said Board has adopted and approved this Agreement of Merger;

WHEREAS, the Board of Directors of ETC has deemed it advisable and in the best interest of ETC that the Corporation merge with and into ETC, with ETC being the surviving corporation (the "Surviving Corporation") and said Board has adopted and approved this Agreement of Merger;

WHEREAS, the shareholder of the Corporation, ETC, has approved the Merger and this Agreement;

WHEREAS, certain transactions, such as the Merger, have been proposed within the Ingersoll Rand group to restructure and simplify the group corporate structure through reduction of the number of U.S. legal entities which has several benefits, including cost reduction;

WHEREAS, the Merger is in connection with and pursuant to a plan of liquidation of the Corporation for U.S. federal income tax purposes, dated June 22, 2012, that is intended to qualify as a tax-free liquidation pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER**. Upon the terms of this Agreement of Merger and in accordance with applicable law, the Corporation will be merged with and into the Surviving Corporation as of the Effective Time (as defined in Section 2 below). The separate existence of the Corporation shall cease as of the Effective Time and the Surviving Corporation shall continue as the surviving corporation of the Merger.

2. **EFFECTIVE TIME**. Upon the terms of this Agreement of Merger, the articles of merger shall be executed and filed with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act, and the certificate of merger will be filed with the Department of State of New York, in accordance with New York Business Corporation Law. This Merger shall become effective on the date and moment of the filing of the articles of merger with the Secretary of State of the State of Florida (the "Effective Date").

3. **ARTICLES OF INCORPORATION; BY-LAWS**. The Articles of Incorporation of ETC, as in effect immediately prior to the Effective Time, shall become the Articles of Incorporation of the Surviving Corporation as of the Effective Time unless and until thereafter amended or repealed as provided by law or the provisions thereof. The By-Laws of ETC, as in effect immediately prior to the Effective Time, shall become the By-Laws of the Surviving Corporation as of the Effective Time, until thereafter amended or repealed as provided by law or the provisions of the Surviving Corporation's Articles of Incorporation or By-Laws.

4. **DIRECTORS AND OFFICERS.** The directors and officers of ETC in office immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation.

5. **THE SHARES OF THE CORPORATION AND ETC.** ETC owns all 1,000,000 shares of common stock of the Corporation, with a par value of \$0.0004, which shares constitute all of the issued and outstanding stock of the Corporation. The total number of shares of common stock which ETC has, is 100 shares with no par value, all of which are issued and outstanding, all of which have the same value and all of which are designated as common stock. At the Effective Time, all issued and outstanding shares of stock of the Corporation will be cancelled and retired without need for further action by any person. The shares in ETC outstanding prior to the Effective Time will remain unchanged by this Agreement of Merger.

6. **FURTHER ASSURANCES.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Corporation, and otherwise to carry out the purposes of this Agreement of Merger. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Corporation or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. **RIGHTS AND LIABILITIES OF THE CORPORATION.** At and after the Effective Time, the Surviving Corporation 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 parties hereto; all debts due to the Corporation will be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto will be as effectively the property of the Surviving Corporation as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the Corporation shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the parties hereto will be preserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; all debts, liabilities, and duties of the respective parties hereto will thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it, and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

8. **GOVERNING LAW.** This Agreement of Merger shall be governed and construed in all respects in accordance with the laws of the State of New York, excluding any principles of conflicts of law that would require the application of any law other than the laws of the State of New York.

9. **TERMINATION.** This Agreement of Merger may be terminated and abandoned by action of directors of the Corporation at any time prior to the filing of a certificate of merger with respect to the Merger with the Secretary of State of the State of Florida.

10. **COUNTERPARTS.** This Agreement of Merger may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[signatures follow on next page]

IN WITNESS WHEREOF each of the parties hereto, pursuant to authority duly granted by its respective board of directors and/or shareholders, has caused this Agreement of Merger to be executed by its authorized representative as of the date first set forth above.

Security One Systems, Inc.,
a Florida corporation

By: 

Name: Kevin Leonard

Its: Assistant Secretary

Electronic Technologies Corporation USA
a New York corporation

By: 

Name: Barbara A. Santoro

Its: Assistant Secretary