

F020000004441

Division of Corporations

Page 1 of 1

Florida Department of State
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MERGER OR SHARE EXCHANGE

BLW, INC.

EFFECTIVE DATE
12-30-07

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TALLAHASSEE, FLORIDA

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EFFECTIVE DATE

12-32-08

ARTICLES OF MERGER

(Profit Corporations)

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
BLW, Inc.	Pennsylvania	F02000004441

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Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Innovative Security Solutions, Inc.	Florida	P98000008491
VASEC - Virginia Security & Automation, Inc.	Virginia	n/a

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 / 30 / 2008 (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.)

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 September 24, 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 September 24, 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

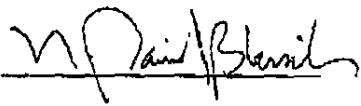
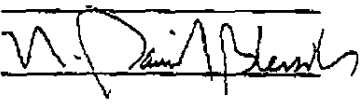
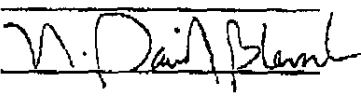
<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
BLW, Inc.		N. David Bleisch, Vice President
Innovative Security Solutions, Inc.		N. David Bleisch, Vice President
VASEC - Virginia Security & Automation, Inc.		N. David Bleisch, Vice President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement and Plan of Merger") is dated effective as of December 30, 2008, by and among BLW, Inc., a Pennsylvania corporation ("Parent"); VASEC - Virginia Security & Automation, Inc., a Virginia corporation; and Innovative Security Solutions, Inc., a Florida corporation; (collectively, the "Subsidiaries").

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M/S.

WHEREAS, Parent owns all of the issued and outstanding capital stock of the Subsidiaries; and

WHEREAS, Parent is desirous of merging the Subsidiaries with and into Parent; and

WHEREAS, pursuant to Parent's and the Subsidiaries' respective Articles of Incorporation and By-Laws, the Board of Directors of Parent and the Boards of Directors of the Subsidiaries, have each approved and adopted this Agreement providing for the merger (the "Merger") of the Subsidiaries with and into Parent in accordance with the applicable provisions of the laws of their respective jurisdictions of incorporation and upon the terms and subject to the conditions set forth herein; and

WHEREAS, Parent and the Subsidiaries intend (i) that the Merger shall constitute a "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code"), (ii) by approving resolutions authorizing this Agreement, to adopt this Agreement as a plan of liquidation within the meaning of Section 332 of the Code and (iii) that the transactions contemplated by this Agreement be undertaken pursuant to such plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent and the Subsidiaries hereby agree as follows:

Section 1. *The Merger.* At the Effective Time (as defined herein), and subject to and upon the terms and conditions of this Agreement and applicable law, the Subsidiaries shall be merged with and into Parent, the separate legal existence of the Subsidiaries shall cease, and Parent shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

Section 2. *Effective Time.* Unless this Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing articles of merger as contemplated by the laws of each party's respective jurisdiction of incorporation (the "Articles of Merger"), together with any required related certificates, with the Secretary of State of each party's respective jurisdiction of incorporation, as appropriate, in such forms as required by, and executed in accordance with, the relevant provisions of applicable law. The Merger shall become effective at the time of the later to occur of such filings or at such later time specified in the Articles of Merger (the "Effective Time").

Section 3. *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Articles of Merger and the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Subsidiaries and Parent shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Subsidiaries and Parent shall become the debts, liabilities and duties of the Surviving Corporation.

Section 4. *Effect on Securities, Etc.* At the Effective Time, by virtue of the Merger and without any action on the part of Parent or the Subsidiaries, the capital stock of the Subsidiaries issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

Section 5. *Articles of Incorporation; By-laws.* (a) At the Effective Time, the Articles of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation of the Surviving Corporation.

(b) At the Effective Time, the By-laws of Parent, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended.

Section 6. *Directors and Officers.* The directors of Parent immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

Section 7. *Tax Consequences.* The parties hereto intend that the Merger shall constitute a liquidation of the Subsidiaries within the meaning of Section 332 of the Code. The parties hereto hereby adopt this Agreement as a "plan of liquidation" within the meaning of Section 332 of the Code and Section 1.332-6 of the United States Treasury Regulations.

Section 8. *Taking of Necessary Action; Further Action.* Each of Parent and the Subsidiaries will take, and cause their affiliates to take, all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Subsidiaries and Parent, the officers and directors of the Subsidiaries and Parent immediately prior to the Effective Time are fully authorized in the name of their respective corporations to take, and will take, all such lawful and necessary action.

Section 9. *Termination of Merger.* At any time after filing of the Articles of Merger with the Secretary of State of each party's respective jurisdiction of incorporation, but prior to the Effective Time, Parent and the Subsidiaries may terminate the Merger by mutual agreement and the filing of articles of termination in accordance with the laws of each party's respective jurisdiction of incorporation.

(signature page follows)

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above-named corporations, effective as of the day and year first above written. This Agreement and Plan of Merger may be executed in counterparts, each of which when executed and delivered shall constitute an original and all such counterparts together constituting one and the same agreement.

DATED: December 19, 2008

BLW, INC.

By: 

Name: N. David Bleisch

Title: Vice President

DATED: December 19, 2008

VASEC - VIRGINIA SECURITY &
AUTOMATION, INC.

By: 

Name: N. David Bleisch

Title: Vice President

DATED: December 19, 2008

INNOVATIVE SECURITY SOLUTIONS,
INC.

By: 

Name: N. David Bleisch

Title: Vice President