

H51421

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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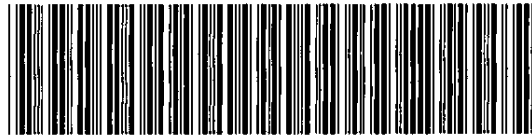
(Business Entity Name)

(Document Number)

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17 MAY - 1 PM 4:37

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2017 MAY - 1 AM 10:37
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TALLAHASSEE, FLORIDA

MAY 02 2017
C McNAIR

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

FILED
SECRETARY OF CORPORATION
DIVISION OF CORPORATION
17 MAY - 1 PM 4:37

ACCOUNT NO. : I20000000195

REFERENCE : 619435 4301771

AUTHORIZATION

COST LIMIT

[Signature]
\$ 78.75

ORDER DATE : April 28, 2017

ORDER TIME : 9:41 AM

ORDER NO. : 619435-005

CUSTOMER NO: 4301771

ARTICLES OF MERGER

MONITAL SIGNAL CORPORATION

INTO

SECURITY MONITORING SERVICES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

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 for the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document/ID Number</u>
Security Monitoring Services, Inc.	Florida	H51421

SECOND: The name and jurisdiction for the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document/ID Number</u>
Monital Signal Corporation	New Jersey	0100814393

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on May 1, 2017.

FIFTH: Adoption of Merger by surviving corporation –

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 31, 2017.

SIXTH: Adoption of Merger by merging corporation –

The Plan of Merger was adopted by the shareholders of the merging corporation on March 31, 2017.

SEVENTH: It is agreed that, upon the merger becoming effective, the surviving corporation:

a. Appoints the Secretary of State of the State of Florida 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

b. Agrees to promptly pay to the dissenting shareholders of the merging corporation the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

EIGHTH: The undersigned corporations have caused this statement to be signed by a duly authorized officer or director who affirms, under penalty of perjury, that the facts stated above are true and correct.

Dated: May 1, 2017

Security Monitoring Services, Inc.
(Surviving corporation)

Signature

Monital Signal Corporation
(Merging corporation)

Signature

P. GRAY FINNEY, SECRETARY
Name & Title

P. GRAY FINNEY, SECRETARY
Name & Title

17 MAY - 1 PM 4:37
SECRETARY OF STATE
DIVISION OF CORPORATIONS

PLAN OF MERGER

This Plan of Merger (the "Plan") is dated as of March 31, 2017 by and between Security Monitoring Services, Inc., a Florida corporation ("Acquiror"), and Monital Signal Corporation, a New Jersey corporation (the "Company" and, collectively with the Acquiror, the "Parties").

RECITALS

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "FBCA"), and the New Jersey Business Corporation Act (the "NJBCA") will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that (i) the Merger shall qualify as a complete liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder and (ii) this Plan constitutes a plan of complete liquidation; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Acquiror" has the meaning set forth in the Preamble.

"Agreement" has the meaning set forth in the Preamble.

"Certificates" has the meaning set forth in Section 3.4.

"Company" has the meaning set forth in the Preamble.

"Company Common Shares" has the meaning set forth in Section 3.1(a).

"Dissenting Shares" has the meaning set forth in Section 3.3.

"Effective Date" means the date upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 2.4, which shall be on the date that articles of merger are filed with the Florida Department of State, Division of Corporations.

"FBCA" has the meaning set forth in the Recitals.

"Merger" has the meaning set forth in the Recitals.

"NJBCA" has the meaning set forth in the Recitals.

"Parties" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Shares" has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and the NJBCA, the Company shall be merged with and into the Acquiror as of the Effective Date. Following the Effective Date, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA and the NJBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect on the Effective Date shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect on the Effective Date, as amended, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties.

ARTICLE III: EFFECT OF THE MERGER

3.1 Common Shares. The manner and basis of converting the Company's common shares ("Company Common Shares") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 3.1. On the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholders:

(a) Each Company Common Share (other than shares owned by the Acquiror and shares owned by the Company, including treasury shares) shall be converted automatically into and shall thereafter represent the right to receive \$11,025.00 per share in cash, without interest (the "Per Share Merger Consideration"). Upon the Effective Date, all of the shares that have been converted into a right to receive the Per Share Merger Consideration will automatically be canceled and retired and will cease to exist; and

(b) Each share of the Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Date, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company

shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Unknown Minority Shareholder of Company. The minority shareholder of the Company (holding 0.8% of the shares) is unknown with no last known address on file with the Company. In accordance with applicable New Jersey law, the Company has or will simultaneous with the issuance of this Plan, submit a report to the Unclaimed Property Administration of the State of New Jersey, Department of the Treasury, accompanied by the Per Share Merger Consideration for the unknown shareholder's shares.

3.4 Tax Treatment. The Parties intend that, for U.S. federal income tax purposes, the Merger shall be treated as a complete liquidation pursuant to Section 332 of the Code, and the Parties shall not take any tax position inconsistent with such treatment.

ARTICLE IV: OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.1):

If to the Acquiror, to:

Security Monitoring Services, Inc.
1501 Yamato Road
Boca Raton, Florida 33431
Attention: P. Gray Finney

If to the Company, to:

Monital Signal Corporation
1501 Yamato Road
Boca Raton, Florida 33431
Attention: P. Gray Finney

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

4.2 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by

an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.8 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Seminole County and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

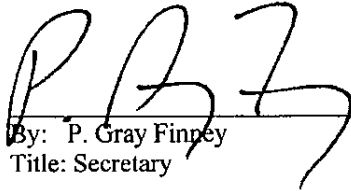
4.9 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Execution page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

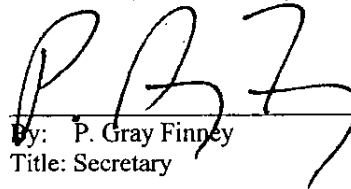
ACQUIROR:

Security Monitoring Services, Inc., a Florida corporation


By: P. Gray Finney
Title: Secretary

COMPANY:

Monital Signal Corporation, a New Jersey corporation


By: P. Gray Finney
Title: Secretary