

L1200041043

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : PCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

EFFECTIVE DATE
6/30/12

****Enter the email address for this business entity to be used for full annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
TYCO INTEGRATED SECURITY LLC**

Certificate of Status	0
Certified Copy	0
Page Count	15
Estimated Charge	\$105.00

29162

Faxed copy of merger
rec'd 6/27/12.

Electronic Filing Menu

Corporate Filing Menu

Help

FF \$50.00

Alt 7/5/12

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Tyco Integrated Security LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Shawn Alexander Parish

Contact Person

McDermott Will & Emery LLP

Firm/Company

600 13th Street, N.W.

Address

Washington, D.C. 20005

City, State and Zip Code

nneal@tycointl.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nancy Neal

at (561)

988-3688

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314



July 3, 2012

FLORIDA DEPARTMENT OF STATE

Division of Corporations

TYCO INTEGRATED SECURITY LLC
1501 YAMATO ROAD
BOCA RATON, FL 33431

SUBJECT: TYCO INTEGRATED SECURITY LLC
REF: L12000041043

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The effective date must be specific and cannot be prior to the date of filing.

On the certificate of merger tyco intergrated security llc is listed as a Florida llc in the surviving party it is listed as Delaware. Please correct the jurisdiction.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Tammi Cline
Regulatory Specialist II

FAX Aud. #: H12000173356
Letter Number: 812A00017945

**Certificate of Merger
For
Florida Limited Liability Company**

EFFECTIVE DATE
6/30/12

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Tyco Integrated Security LLC	Florida	limited liability company
ADT Security Services LLC	Delaware	limited liability company

42-41043
NR

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 JUN 29 PM 5:05

FILED

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ADT Security Services LLC	Delaware	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

11:30am Eastern Daylight Time on June 30, 2012

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1501 Yamato Road

Boca Raton, FL 33431

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:


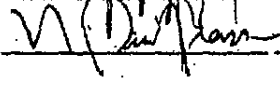
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1501 Yamato Road
Boca Raton FL 33431

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Tyco Integrated Security LLC		John S. Jenkins, Jr.
ADT Security Services LLC		N. David Bleisch

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
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****See Exhibit A attached hereto for**

Agreement and Plan of Merger

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
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THIRD: The terms and conditions of the merger are as follows:

(Attach additional sheet if necessary)

2012 JUN 29 PM 5:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

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EXHIBIT A

Agreement and Plan of Merger

FILED

2012 JUN 29 PM 5:06

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of June 30, 2012, by and between ADT Security Services LLC, an entity organized and existing under the laws of Delaware (the "Company"), and Tyco Integrated Security LLC, an entity organized and existing under the laws of Florida (the "Target").

WHEREAS, Tyco International Ltd., a company organized under the laws of Switzerland ("TIL"), intends to divest its residential and small business security business and its flow control business (the "Businesses") pursuant to (a) that certain Separation and Distribution Agreement dated as of March 27, 2012 by and among TIL, Tyco Flow Control International, Ltd. and The ADT Corporation, which relates primarily to the separation and distribution of the flow control business of TIL and the subsequent merger of the flow control business with and into Pentair, Inc. and (b) that certain Separation and Distribution Agreement to be entered into by and between TIL and The ADT Corporation, which relates primarily to the separation and distribution of the residential and small business security business of TIL;

WHEREAS, prior to and to facilitate such divestment, TIL and its affiliates intend to carry out an intra-group corporate reorganization to separate the Businesses from TIL's other businesses (the "Reorganization");

WHEREAS, in furtherance of the Reorganization, the parties hereto are desirous of merging the Target with and into the Company and continuing the Target's business activities or using the Target's assets in the Company's on-going business activities; and

WHEREAS, pursuant to the Company's Certificate of Formation and Limited Liability Company Operating Agreement and the Target's Certificate of Formation and Limited Liability Company Operating Agreement, the Board of Managers of the Company and the Board of Managers of the Target have each approved and adopted this Agreement providing for the merger (the "Merger") of the Target with and into the Company in accordance with the applicable provisions of the laws of their respective jurisdictions of organization and upon the terms and subject to the conditions set forth herein.

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

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 Target shall be merged with and into the Company, the separate legal existence of the Target shall cease, and the Company shall continue as the surviving company (hereinafter sometimes referred to as the "Surviving Company").
2. *Effective Time.* Unless this Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing certificates of merger as contemplated by the laws of each party's respective jurisdiction of organization (the "Certificates of Merger").

together with any required related certificates, with the Secretary of State of each party's respective jurisdiction of organization, as appropriate, in such forms as required by, and executed in accordance with, the relevant provisions of applicable law. The Merger shall become effective (the "Effective Time") as of 11:30am Eastern Daylight Time on June 30, 2012 (in all events following effectiveness of Step 2.11 in the "Tyco International Ltd., Project Tennis - Step-Plan, Version 6, Draft as of June 24, 2012").

3. *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificates 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 Company and the Target shall vest in the Surviving Company, and all debts, liabilities and duties of the Company and the Target shall become the debts, liabilities and duties of the Surviving Company.

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

5. *Certificate of Formation and Limited Liability Company Operating Agreement.*

(a) At the Effective Time, the Certificate of Formation of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Formation of the Surviving Company until thereafter amended as provided by law and such Certificate of Formation of the Surviving Company.

(b) At the Effective Time, the Limited Liability Company Operating Agreement of the Company, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Operating Agreement of the Surviving Company until thereafter amended.

6. *Board Members and Officers.* The managers of the Company immediately prior to the Effective Time shall be the initial managers of the Surviving Company, each to hold office in accordance with the Certificate of Formation and Limited Liability Company Operating Agreement of the Surviving Company, and the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

7. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to conflicts of law principles.

8. *Taking of Necessary Action; Further Action.* Each of the Company and the Target 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 Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and the Target, the officers and directors of the Company and the Target immediately prior to the Effective Time are fully

authorized in the name of their respective companies to take, and will take, all such lawful and necessary action.

9. *Termination of Merger.* At any time after filing of the Certificates of Merger with the Secretary of State of each party's respective jurisdiction of organization, but prior to the Effective Time, the Company and the Target may terminate the Merger by mutual agreement and the filing of certificates of termination in accordance with the laws of each party's respective jurisdiction of organization.

(signature page follows)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each of the above-named companies, effective as of the day and year first above written. This Agreement 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: June 30, 2012

ADT SECURITY SERVICES LLC

By: 

Name: N. David Bleisch

Title: Vice President

DATED: _____

TYCO INTEGRATED SECURITY LLC

By: _____

Name:

Title:

[SIGNATURE PAGE OF AGREEMENT AND PLAN OF MERGER]


IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each of the above-named companies, effective as of the day and year first above written. This Agreement 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: _____

ADT SECURITY SERVICES LLC

By: _____
Name: _____
Title: _____DATED: June 30, 2012

TYCO INTEGRATED SECURITY LLC

By:  _____
Name: _____
Title: _____

[SIGNATURE PAGE OF AGREEMENT AND PLAN OF MERGER]