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**MERGER OR SHARE EXCHANGE
SECURITY ONE SYSTEMS, INC.**

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**ARTICLES OF MERGER
MERGING
SECURITY ONE SYSTEMS OF JACKSONVILLE, INC.,
WITH AND INTO
SECURITY ONE SYSTEMS, INC.,**

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 of the surviving corporation of the Merger is Security One Systems, Inc., a Florida corporation.

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

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was approved by the shareholders of the merging corporation on June 21, 2012.

SIXTH: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on June 21, 2012 and shareholder approval was not required.

SEVENTH: Signatures for each corporation:

Security One Systems, Inc.

By: Barbara A. Santoro

Name: Barbara A. Santoro

Title: Assistant Secretary

Security One Systems of Jacksonville, Inc.

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 21st, 2012 (this "Agreement of Merger") by and between Security One Systems, Inc., a Florida corporation ("Security One"), and Security One Systems of Jacksonville, Inc., a Florida corporation ("Corporation").

WHEREAS, Security One 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 Security One, with Security One being the surviving corporation, and said Board has adopted and approved this Agreement of Merger;

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

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

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 21, 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. The Merger shall become effective upon such filing of the articles of merger (the "Effective Time").

3. **ARTICLES OF INCORPORATION; BY-LAWS.** The Articles of Incorporation of Security One, as in effect immediately prior to the Effective Time, shall become the Articles of Incorporation of the Surviving Corporation as of the Effective Time, until thereafter amended or repealed as provided by law or the provisions thereof. The By-Laws of Security One, 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 Security One 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 SECURITY ONE.** 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 Security One 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. 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 Time; 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 Florida, excluding any principles of conflicts of law that would require the application of any law other than the laws of the State of Florida.

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 the articles 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 of Jacksonville, Inc.,
a Florida corporation

By: 
Name: Kevin Leonard
Its: Assistant Secretary

Security One Systems, Inc.,
a Florida corporation

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