

M 19000007677

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(Business Entity Name)

(Document Number)

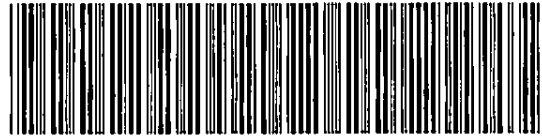
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S TALLENT

AUG 14 2019

19 AUG 13 PM 4:30

Mergers

FILED
2019 AUG 13 AM 9:04
CLERK OF SUPERIOR COURT
STATE OF FLORIDA

15

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 8/13/2019

Acc#120160000072

en: c DW

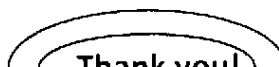
Name:	ADVANCED DETECTION SYSTEMS, INC
Document #:	
Order #:	12031367

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

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	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 113.75



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ADS Security, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Tammy Farrar

Contact Person

Vector Security, Inc.

Firm/Company

2000 Ericsson Drive

Address

Warrendale, PA 15086

City, State and Zip Code

tjfarrar@vectorsecurity.com

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

For further information concerning this matter, please call:

Sonia Ravin

Name of Contact Person

at (312) 849-8145

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

FILED
2019 AUG 13 AM 9:04
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF
DADE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
ADVANCED DETECTION SYSTEMS, INC.	Florida	Profit Corporation H81943
Security Services of Murfreesboro, Inc.	Tennessee	Profit Corporation

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>
ADS Security, LLC	Pennsylvania	Limited Liability Company M19000007677

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, 605, 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:

August 15, 2019 at 12:01 a.m.

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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:

2000 Ericsson Drive

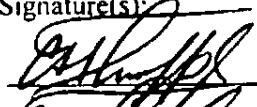
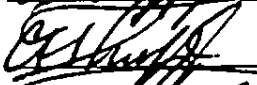
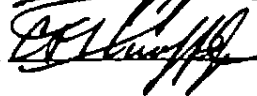
Warrendale, PA 15086

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) 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 each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ADVANCED DETECTION SYSTEMS, INC.		Charles S. Thropp, Jr.
Security Services of Murfreesboro, Inc.		Charles S. Thropp, Jr.
ADS Security, LLC		Charles S. Thropp, Jr.

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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>
ADVANCED DETECTION SYSTEMS, INC.	Florida	Profit Corporation
Security Services of Murfreesboro, Inc.	Tennessee	Profit Corporation

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>
ADS Security, LLC	Pennsylvania	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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:

See attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Vector Security, Inc., 2000 Ericsson Drive, Warrendale, PA 15086

(Attach additional sheet if necessary)

SEVENTH: 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)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of August 8, 2019, is by and between ADS Security, LLC, a Pennsylvania limited liability company ("ADS Security"), Advanced Detection Systems, Inc., a Florida corporation ("ADSI") and Security Services of Murfreesboro, Inc., a Tennessee corporation ("SSM") and together with ADSI, each a "Merging Association" and collectively, the "Merging Associations").

WHEREAS, (i) the sole member of ADS Security and (ii) ADS Security, acting in its capacity as the sole stockholder of each Merging Association, have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable, and in the best interests of, each such entity and its member or stockholders, as applicable; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, each Merging Association, in accordance with the Pennsylvania Uniform Limited Liability Company Act of 2016 (the "PLLCA"), the Florida Business Corporation Act (the "FBCA") and the Tennessee Business Corporation Act (the "TBCA" and together with the PLLCA and the FBCA, the "Acts") will merge with and into ADS Security, with ADS Security as the surviving entity (the "Merger").

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:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the PLLCA, each Merging Association shall be merged with and into ADS Security at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of each Merging Association shall cease, and ADS Security shall continue as the surviving entity (the "Surviving LLC"). The effects and consequences of the Merger shall be as set forth in this Agreement and the PLLCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on or about the date hereof, the parties shall duly prepare, execute and file or cause to be filed (a) a Statement of Merger with the Secretary of the Commonwealth of Pennsylvania in such form as is required by and executed in accordance with the relevant provisions of the Pennsylvania Uniform Limited Liability Company Act of 2016 (the "PA Merger Articles"), (b) Articles of Merger with the Secretary of State of the State of Florida in accordance with the relevant provisions of the Florida Business Corporation Act (the "FL Merger Articles"), and (c) Articles of Merger with the Secretary of State of the State of Tennessee in accordance with the relevant provisions of the Tennessee Business Corporation Act

(the "TN Merger Articles" and together with the PA Merger Articles and FL Merger Articles, the "Merger Articles"). The Merger shall become effective at the time specified in the Merger Articles (the "Effective Time").

(b) The Merger shall have the effects set forth in the PLLCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of each respective Merging Association shall vest in ADS Security, as the Surviving LLC, and all debts, liabilities, obligations and duties of each respective Merging Association shall become the debts, liabilities, obligations and duties of ADS Security, as the Surviving LLC.

3. Organizational Documents. The organizational documents of ADS Security in effect at the Effective Time shall be the organizational documents of the Surviving LLC until thereafter amended as provided therein or by the PLLCA.

4. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of ADS Security or either of the Merging Associations:

(a) each share of ADSI capital stock or any rights to acquire shares of ADSI capital stock that is owned by ADS Security or by ADSI (as treasury stock or otherwise) issued and outstanding immediately prior to the Effective Time, shall automatically be cancelled and retired and will cease to exist;

(b) each share of SSM capital stock or any rights to acquire shares of SSM capital stock that is owned by ADS Security or by SSM (as treasury stock or otherwise) issued and outstanding immediately prior to the Effective Time, shall automatically be cancelled and retired and will cease to exist; and

(c) each membership interest of ADS Security issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

5. Entire Agreement. This Agreement, together with the Merger Articles, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. 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.

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

9. 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.

10. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

11. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the date first above written.

MERGING ASSOCIATIONS:

**ADVANCED DETECTION
SYSTEMS, INC.**

By 

Name: Charles S. Thropp, Jr.

Title: Authorized Signer

**SECURITY SERVICES OF
MURFREESBORO, INC.**

By 

Name: Charles S. Thropp, Jr.

Title: Authorized Signer

SURVIVING LLC:

ADS SECURITY, LLC

By: Vector Security, Inc.,
its sole member

By 

Name: Charles S. Thropp, Jr.

Title: Chief Financial Officer and
Secretary