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Florida Department of State

Division of Corporations Electronic Filing Cover Sheet

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Division of Corporations
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MERGER OR SHARE EXCHANGE SENSORMATIC ELECTRONICS, LLC

Certificate of Status	0
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Page Count	13
Estimated Charge	\$85.00

\$70.00

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Electronic Filing Menu

Corporate Filing Menu

Help

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

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 or 617.0302, 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>
<u>Sensormatic Technology, Inc.</u>	<u>Florida</u>	<u>corporation</u>
<u>Sensormatic Electronics, LLC</u>	<u>Nevada</u>	<u>limited liability company</u>

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>
<u>Sensormatic Electronics, LLC</u>	<u>Nevada</u>	<u>limited liability company</u>

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.

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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:

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:

6100 Neil Road, Suite 500

Reno, Nevada 89511

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.

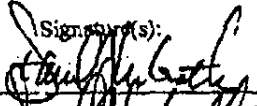
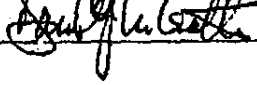
b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Sensormatic Technology, Inc.		Daniel McGrath
Sensormatic Electronics, LLC		Daniel McGrath

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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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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)

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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 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:

(Attach additional sheet if necessary)

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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:

(Attach additional sheet if necessary)

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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)

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EXHIBIT A

Agreement and Plan of Merger

Sensormatic Technology, Inc.
with and into
Sensormatic Electronics, LLC

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of June 8, 2012, by and between Sensormatic Electronics, LLC, an entity organized and existing under the laws of Nevada (the "Company"), and Sensormatic Technology, Inc., 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 security business and its flow control business (the "Businesses");

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 Articles of Organization and Limited Liability Company Operating Agreement and the Target's Articles of Incorporation and Bylaws, the Board of Managers of the Company and the Board of Directors 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:

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 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").

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 organization (the "Articles 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") on June 8, 2012, provided that articles of merger have been duly filed on or prior to June 8, 2012.

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.

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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.

Section 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 capital stock 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.

Section 5. *Articles of Organization and Limited Liability Company Operating Agreement.*

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

Section 6. *Managers 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 Articles of Organization 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.

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

Section 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.

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 organization, but prior to the Effective Time, the Company and the Target may terminate the Merger by mutual agreement and

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the filing of articles of termination in accordance with the laws of each party's respective jurisdiction of organization.

(signature page follows)

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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: 6/8/12

SENSORMATIC ELECTRONICS, LLC

By: *Daniel McGrath*
Name: Daniel McGrath
Title: Vice President

DATED: 6/8/12

SENSORMATIC TECHNOLOGY, INC.

By: *Daniel McGrath*
Name: Daniel McGrath
Title: Vice President

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[SIGNATURE PAGE OF AGREEMENT AND PLAN OF MERGER]

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