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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

LEVEL 5 SECURITY, INC.

Certificate of Status	0
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Page Count	06
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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
LS Merger Sub, Inc.  
AND  
Level 5 Security, Inc.**

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporations herein named do hereby submit the following articles of merger:

1. Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging LS Merger Sub, Inc. with and into Level 5 Security, Inc.

2. The shareholders of Level 5 Security, Inc. entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan and Agreement of Merger by written consent given by them on October 26, 2004 in accordance with the provisions of the Florida Business Corporation Act.

3. The sole shareholder of LS Merger Sub, Inc. approved and adopted the Plan and Agreement of Merger by written consent given it them on October 26, 2004 in accordance with the provisions of the Florida Business Corporation Act.

4. These articles of merger shall be effective upon the filing thereof with the Department of State of the State of Florida.

Executed on October 28, 2004

By:

LS Merger Sub, Inc.

Gerald T. Vento  
President

By:

Level 5 Security, Inc.

Gerald T. Vento  
Chief Executive Officer

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## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (hereinafter called the "Agreement"), dated as of October 26, 2004, is among Level 5 Security, Inc., a Florida corporation ("Level 5"), Westec Acquisition Corp., a Delaware corporation ("WAC") and L5 Merger Sub, Inc., a Florida corporation and a wholly-owned subsidiary of WAC ("Merger Sub").

WHEREAS, on the date hereof Level 5 is a corporation duly organized and existing under the laws of the State of Florida, having authorized capital stock of 4,750,000 shares, 2,750,000 of which are classified and designated as common stock ("Level 5 Common Stock"), and 2,000,000 of which are preferred stock, par value \$0.001, all of which are classified and designated as Series A Preferred Stock;

WHEREAS, Merger Sub is a corporation duly organized and existing under the laws of the State of Florida, currently having an authorized capital stock of 100 shares of common stock, \$0.01 par value (the "Merger Sub Common Stock");

WHEREAS, there are 100 shares of Merger Sub Common Stock issued and outstanding which are owned by WAC, and such shares constitute all of the issued and outstanding capital stock of Merger Sub;

WHEREAS, there are 320,000 shares of Level 5 Common Stock and 1,865,000 shares of Series A Preferred Stock issued and outstanding as of October 26, 2004 which are owned by various shareholders of Level 5 (collectively, the "Shareholders"), and such shares constitute all of the issued and outstanding capital stock of Level 5 as of such date;

WHEREAS, the respective boards of directors of each of Level 5, WAC and Merger Sub have determined it advisable and in the best interests of each such corporation that Merger Sub merge with and into Level 5 as authorized by the Florida Business Corporation Act and upon the terms and subject to the conditions of this Agreement;

WHEREAS, the Board of Directors of Merger Sub has approved this Agreement and WAC has approved this Agreement in its capacity as the sole stockholder of Merger Sub;

WHEREAS, the Board of Directors of Level 5 has approved this Agreement by unanimous written consent, dated October 26, 2004, and the Shareholders of Level 5 have approved this Agreement by unanimous written consent, dated October 26, 2004.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Level 5, WAC and Merger Sub hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, Merger Sub shall be merged with and into Level 5 (the "Merger"), and Level 5 shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be Level 5 Security, Inc. The Merger shall become effective upon the date and time of filing of appropriate articles of merger providing for the

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Merger, with the Department of State of the State of Florida (the "Effective Time" or the "Effective Date").

**2. Governing Documents.** The Certificate of Incorporation of Merger Sub, filed on October 26, 2004 with the Department of State of the State of Florida shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law; provided, however, that Article 1 of the Surviving Corporation's Certificate of Incorporation shall be amended to read as follows: "The name of the corporation is: Level 5 Security, Inc."

The Bylaws of Merger Sub, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law and the terms thereof.

**3. Succession; Officers and Directors.** On the Effective Date, the separate corporate existence of Merger Sub shall cease and Level 5, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of Merger Sub; and all property, real personal and mixed, and all debts due to Merger Sub on whatever account, as well as for share subscriptions and all other things in action belonging to Merger Sub, shall be vested in the Surviving Corporation; and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of Merger Sub, and the title to any real estate vested by deed or otherwise in Merger Sub, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Merger Sub shall be preserved unimpaired, and all debts, liabilities and duties of Merger Sub shall thence forth 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 the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Merger Sub, its shareholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Level 5 and shall be as effective and binding thereon as the same were with respect to Merger Sub.

The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their resignation or their respective successors are duly elected or appointed and qualified.

**4. Further Assurances.** From time to time, as and when required by Level 5, or by its successors and assigns, there shall be executed and delivered on behalf of Merger Sub 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 or necessary in order to vest, perfect or confirm, of record or otherwise, in Level 5 the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merger Sub, and otherwise to carry

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out the purposes of this Agreement, and the officers and directors of Level 5 are fully authorized in the name and on behalf of Merger Sub or otherwise, to take any and all such action and to execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

#### 5. Conversion and Cancellation of Capital Stock

(a) On the Effective Date, all of the shares of Level 5 Common Stock issued and outstanding immediately prior to the Effective Date and all rights in respect thereof, shall, by virtue of this merger and without any action on the part of the holder thereof, each be converted into one (1) share of fully paid, nonassessable shares of Series A Preferred Stock, \$0.01 par value per share of WAC.

(b) On the Effective Date, all of the shares of Series A Preferred Stock of Level 5 issued and outstanding immediately prior to the Effective Date and all rights in respect thereof, shall, by virtue of this merger and without any action on the part of the holder thereof, each be converted into one (1) share of fully paid, nonassessable shares of Series A Preferred Stock, \$0.01 par value per share of WAC.

(c) On or after the Effective Date, the holders of outstanding shares of Level 5 capital stock shall promptly surrender their certificates for cancellation to WAC's corporate secretary, who may act as the exchange agent to effect the exchange of Level 5 share certificates for certificates representing shares of WAC Series A Preferred Stock. Each holder of Level 5 capital stock shall, upon such surrender, receive in exchange therefor a certificate representing the shares of WAC Series A Preferred Stock calculated pursuant to this Section 5. Until such surrender and cancellation, each share of outstanding Level 5 capital stock shall, on and after the Effective Date, be deemed for all corporate purposes to evidence the number of shares of WAC Series A Preferred Stock calculated under this Section 5.

(d) On the Effective Date, all of the shares of Merger Sub Common Stock presently issued in the name of WAC shall be converted automatically into one validly issued, fully paid and non-assessable share of Level 5 Common Stock and shall constitute the only issued and outstanding shares of capital stock of the Surviving Corporation.

6. **Amendment.** Subject to the applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties at any time prior to the Effective Date. However, no amendment, modification or supplement may be made after the adoption of the Agreement by the Shareholders of Level 5 which changes the Agreement in a way which, in the judgment of the Board of Directors of Level 5, would have a material adverse effect on the Shareholders of Level 5, unless such amendment, modification or supplement is approved by such Shareholders.

7. **Abandonment.** At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Level 5 or Merger Sub, or both, notwithstanding prior approval of this Agreement by the stockholders of Level 5 and Merger Sub entitled to vote thereon, if (i) this Agreement shall not have received the

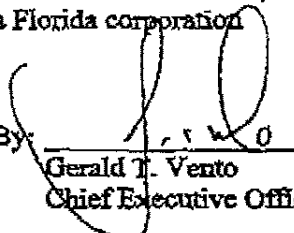
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requisite approval of the Shareholders of Level 5; or (ii) the Board of Directors of Level 5 determines for any reason in its sole judgment that the consummation of the transaction would be inadvisable or not in the best interests of Level 5 and its Shareholders.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

**IN WITNESS WHEREOF**, Level 5, WAC and Merger Sub have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

LEVEL 5 SECURITY, INC.,  
a Florida corporation

By:   
Gerald T. Vento  
Chief Executive Officer

WESTEC ACQUISITION CORP.,  
a Delaware corporation

By:   
Gerald T. Vento  
President

LS MERGER SUB, INC.,  
a Florida corporation

By:   
Gerald T. Vento  
President