

Division of Corporations

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Florida Department of State
Division of Corporations
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14 SEP 26 AM 9:21
DIVISION OF CORPORATIONS
FLORIDA DEPARTMENT OF STATE

MERGER OR SHARE EXCHANGE
DEVCON SECURITY HOLDINGS, INC.

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$70.00

File 1ST

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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Help

C. Lewis
9-29-14



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Merger* pursuant to section 607.1105, Florida Statutes, when two or more for profit corporations merge. This form is basic and may not meet all merger needs. The advice of an attorney is recommended.

Please complete only one Plan of Merger form or attach your own Plan of Merger.

The document must be typed or printed and must be legible.

Pursuant to section 607.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90th day after the date on which the document is filed.

Filing Fee **\$35.00** for each merging and **\$35** for each surviving corporation (includes a letter of acknowledgment)

Certified Copy (optional) **\$8.75**

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

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

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

For further information, you may contact the Amendment Section at (850) 245-6050.

INHS64 (8/05)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Devcon Security Holdings, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Janet Buttery
Contact Person

The ADT Corporation
Firm/Company

1501 Yamato Road
Address

Boca Raton, FL 33431-4438
City/State and Zip Code

jbuttery@adt.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Janet Buttery At (561) 226-2845
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

14 SEP 26 AM 9:21

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Typed or Printed Name of Individual & Title

N. David Bleisch, Senior Vice President

N. David Bleisch, Senior Vice President

(6/11)
DIVISION OF CORPORATIONS
14 SEP 26 AM 9:22

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

Devcon Security Holdings, Inc.

Florida

The name and jurisdiction of each subsidiary corporation:

Name

Jurisdiction

Devcon Security Services Corporation

Delaware

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached "Agreement and Plan of Merger"

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

N/A

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See Attached "Agreement and Plan of Merger"

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

14 SEP 26 AM 9:22

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated effective as of Sept. 26, 2014, by and between Devcon Security Holdings, Inc., a Florida corporation ("Parent"), and Devcon Security Services Corporation, a Delaware corporation (the "Subsidiary").

WHEREAS, Parent owns all of the issued and outstanding capital stock of the Subsidiary; and

WHEREAS, Parent is desirous of merging the Subsidiary with and into Parent; and

WHEREAS, pursuant to Parent's and the Subsidiary's respective Articles of Incorporation and By-Laws, the Board of Directors of the Parent and the Board of Directors of the Subsidiary have each approved and adopted this Agreement providing for the merger (the "Merger") of the Subsidiary with and into Parent in accordance with the applicable provisions of the laws of their respective jurisdictions of incorporation and upon the terms and subject to the conditions set forth herein; and

WHEREAS, Parent and the Subsidiary intend (i) that the Merger shall constitute a "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code"), (ii) by approving resolutions authorizing this Agreement, to adopt this Agreement as a plan of liquidation within the meaning of Section 332 of the Code and (iii) that the transactions contemplated by this Agreement be undertaken pursuant to such plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent and the Subsidiary 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 Subsidiary shall be merged with and into Parent, the separate legal existence of the Subsidiary shall cease, and Parent shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

Section 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 incorporation (the "Articles of Merger"), together with any required related certificates, with the Secretary of State of each party's respective jurisdiction of incorporation, as appropriate, in such forms as required by, and executed in accordance with, the relevant provisions of applicable law. The Merger shall become effective at the time of the later to occur of such filings or at such later time specified in the Articles of Merger (the "Effective Time").

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. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Subsidiary and Parent shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Subsidiary and Parent shall become the debts, liabilities and duties of the Surviving Corporation.

Section 4. *Effect on Securities, Etc.* At the Effective Time, by virtue of the Merger and without any action on the part of Parent or the Subsidiary, the capital stock of the Subsidiary 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 Incorporation; By-Laws*

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

(b) At the Effective Time, the By-laws of Parent, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation until thereafter amended.

Section 6. *Directors and Officers.* The directors of Parent immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

Section 7. *Tax Consequences.* The parties hereto intend that the Merger shall constitute a liquidation of the Subsidiary within the meaning of Section 332 of the Code. The parties hereto hereby adopt this Agreement as a "plan of liquidation" within the meaning of Section 332 of the Code and Section 1.332-6 of the United States Treasury Regulations.

Section 8. *Taking of Necessary Action; Further Action.* Each of Parent and the Subsidiary 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 Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Subsidiary and Parent, the officers and directors of the Subsidiary and Parent immediately prior to the Effective Time are fully authorized in the name of their respective legal entities, 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 incorporation, but prior to the Effective Time, Parent and the Subsidiary may terminate the Merger by mutual agreement and the filing of articles of termination in accordance with the laws of each party's respective jurisdiction of incorporation.

(signature page follows)

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

DEVCON SECURITY HOLDINGS, INC.

By: 

Name: N. David Bleisch

Title: Senior Vice President

DEVCON SECURITY SERVICES CORPORATION

By: 

Name: N. David Bleisch

Title: Senior Vice President