Florida Department of State

Division of Corporations Electronic Filing Cover Sheet

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To:

Division of Corporations

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MERGER OR SHARE EXCHANGE DEVCON SECURITY HOLDINGS, INC.

Certificate of Status	0
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Page Count	11
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Corporate Filing Menu

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FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

Attached is a form for filing Articles of Merger pursuant to section 607.1105, Florida Statues, 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
Tailnhassee, FI 32314

Street Address

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

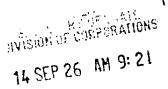
For further information, you may contact the Amendment Section at (850) 245-6050.

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COVER LETTER

TO;	Amendment Section Division of Corporations	
SUBJ	IECT: Deveon Secu	urity Holdings, Inc.
	Name of Surviving	
The c	enclosed Articles of Merger and fee are sub	mitted for filing.
Please	e 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	
Е	-mail address: (to be used for future annual report i	otification)
For fu	orther information concerning this matter, p	lease call:
	Janet Buttery	At (561) 226-2845
	Name of Contact Person	Area Code & Daytime Telephone Number
	Certified copy (optional) \$8.75 (Please send a	n additional copy of your document if a certified copy is requested
	STREET ADDRESS:	MAILING ADDRESS:
Amendment Section		Amendment Section
	Division of Corporations	Division of Corporations
	Clifton Building	P.O. Box 6327
	2661 Executive Center Circle Taliahassee, Florida 32301	Tallahassec, Florida 32314

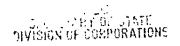


ARTICLES OF MERGER (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

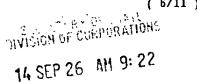
Name .	Jurisdicti	ion Document Num	iher
I mile	Antibutati	(If known/applicab	
Dovcon Security Holdings,	Inc. Florida	P04000090226	
Second: The name and	jurisdiction of each merging	corporation:	
<u>Name</u>	<u>Jurisdicti</u>	On Document Num (If known/ applicable	<u>ıber</u> e)
Deveon Security Services C	orporation Delaware	FO10000017173373377	
		<u> </u>	
Third: The Plan of Me	rger is attached.		
Fourth: The merger sh Department of State.	all become effective on the da	te the Articles of Merger are filed with t	the Florida
OR//	(Enter a specific date, NOT) than 90 days after merger	E: An effective date cannot be prior to the date file date.)	of filing or more
		- (COMPLETE ONLY ONE STATEMENT of the surviving corporation on	
	s adopted by the board of direc and shareholder approval	otors of the surviving corporation on was not required.	
Sixtle: Adoption of Me The Plan of Merger was	rger by merging corporation(s adopted by the shareholders of	s) (COMPLETE ONLY ONE STATEMENT) of the merging corporation(s) on)
	adopted by the board of direc	ctors of the merging corporation(s) on	

(Attach additional sheets if necessary)



14 SEP 26 AH 9: 21

Sevento: SIGNATURES F	OR EACH CORPORATION	
Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Deveon Security Holdings, Inc. Dovcon Security Services Corp.	Man Hand	N. David Bleisch, Senior Vice President N. David Bleisch, Senior Vice President
7-7-1-1-1-1		
	 ,	



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:

<u>Name</u>	<u>Jurisdiction</u>	
Deveon Security Holdings, Inc.	<u>Florida</u>	
The name and jurisdiction of each <u>aubsidinry</u>	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:

NΛ

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"

NVISION OF CORPERATIONS

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated effective as of 1. 26, 2014, by and between Deveon Security Holdings, Inc., a Florida corporation ("Parent"), and Deveon 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 heroto shall cause the Merger to be consumnated 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 Pian 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 Pian 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.

Name: N. David Bleisch

Title: Senior Vice President

DEVCON SECURITY SERVICES CORPORATION

Name: N. David Bleisch

Title: Senior Vice President