

P15000083226

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H1600005541 3)))



H16000055413ABCW

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 205-8842
Fax Number : (850) 878-5368

*merger &
name change*

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: _____

**MERGER OR SHARE EXCHANGE
EVERSAFE SECURITY SYSTEMS (FL), INC.**

Certificate of Status	0
Certified Copy	0
Page Count	13
Estimated Charge	\$70.00

FILED
16 JAN -7 AM 9:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 JAN -7 AM 4:06

Electronic Filing Menu

Corporate Filing Menu

Help

JAN 08 2016
A RAMSEY

1/7/2016 3:07:36 PM From: To: 8506176380(2/13)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: _____
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Contact Person

Firm/Company

Address

City/State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

At (_____) _____
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

FILED

16 JAN -7 AM 9:27

ARTICLES OF MERGER

(Profit Corporations)

SECRETARY OF STATE
TREASURY FLORIDA

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Eversafe Security Systems (FL), Inc.	Florida	P15000083226

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Eversafe Security Systems, Inc.	New Jersey	F08000003061

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 1/6/2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 1/6/2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

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

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

(Attach additional sheets if necessary)

1/7/2016 3:07:36 PM From: To: 8506176380(6/13)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

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>
<u>Eversafe Security Systems, Inc.</u>	<u>New Jersey</u>

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Eversafe Security Systems (FL), Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 Plan of Merger.

(Attach additional sheets if necessary)

1/7/2016 3:07:36 PM From: To: 8506176380(8/13)

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:

See attached Plan of Merger.

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:

Upon consummation of the merger, the name of the surviving corporation shall be changed to Eversafe Security Systems, Inc.
- See attached Plan of Merger.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made and entered into as of this 6th day of January, 2016, by and between Eversafe Security Systems, Inc., a New Jersey corporation (the "NJ Company"), and Eversafe Security Systems (FL), Inc., a Florida corporation and wholly-owned subsidiary of the NJ Company (the "FL Company").

BACKGROUND

WHEREAS, the respective Boards of Directors of the NJ Company and the FL Company deem it advisable and in the best interests of the NJ Company and the FL Company (each of which are sometimes referred to herein as the "Constituent Corporations") and their respective shareholders that the NJ Company merge with and into the FL Company (the "Merger"), pursuant to this Agreement and Plan of Merger (the "Plan of Merger") and the applicable provisions of the New Jersey Business Corporation Act, as amended (the "NJBCA") and the Florida Business Corporation Act, as amended (the "FBCA"); and

WHEREAS, the respective shareholders of the NJ Company and the FL Company have approved the Merger.

NOW THEREFORE, in consideration of the foregoing premises, and in reliance on the respective representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger. The Constituent Corporations shall effect the Merger upon the terms and subject to the conditions set forth in this Plan of Merger.

(a) The Merger. At the Effective Time (as hereinafter defined), the NJ Company shall be merged with and into the FL Company pursuant to this Plan of Merger, the separate corporate existence of the NJ Company shall cease and the FL Company shall continue as the surviving corporation, changing its name to Eversafe Security Systems, Inc. upon consummation of the Merger, all upon the terms and subject to the conditions provided for in this Plan of Merger and pursuant to the NJBCA and the FBCA. The FL Company, as it exists from and after the Effective Time, is sometimes hereinafter referred to as the "Surviving Corporation."

(b) Effect of the Merger. The Merger shall have the effect provided therefor by the NJBCA and the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time (i) all the rights, privileges, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the NJ Company or the FL Company shall be taken and deemed to be transferred to, and vested in, the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation, as they were of the NJ Company and the FL Company, and (ii) all debts,

liabilities, duties and obligations of the NJ Company and the FL Company shall become the debts, liabilities, duties and obligations of the Surviving Corporation and the Surviving Corporation shall thenceforth be responsible and liable for all the debts, liabilities, duties and obligations of the NJ Company and the FL Company and neither the rights of creditors nor any liens upon the property of the NJ Company or the FL Company shall be impaired by the Merger, and may be enforced against the Surviving Corporation.

(c) Consummation of the Merger. Provided that each holder of Class A Common Stock of the NJ Company has consented to the Merger, a Certificate of Merger shall be filed with the New Jersey Division of Revenue & Enterprise Services in accordance with the provisions of the NJBCA and Articles of Merger shall be filed with the Florida Department of State Division of Corporations in accordance with the provisions of the FBCA, and the Merger shall become effective upon the later of such filings or at such later time on the date hereof as may be specified in the filings with the New Jersey Division of Revenue & Enterprise Services and the Florida Department of State Division of Corporations (the "Effective Time"). The Surviving Corporation, which shall continue to be governed by the laws of the State of Florida, hereby agrees that it may be served with process in the State of New Jersey in any proceeding for enforcement of any obligation of the NJ Company, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger.

2. Certificate of Incorporation; By-laws; Directors and Officers. The Certificate of Incorporation of the Surviving Corporation from and after the Effective Time shall be amended solely to change the name of the Surviving Corporation to Eversafe Security Systems, Inc. In all other respects, the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time shall be the Certificate of Incorporation of the FL Company as in effect immediately prior to the Effective Time until thereafter amended in accordance with the provisions therein and as provided by the FBCA. The bylaws of the Surviving Corporation from and after the Effective Time shall be the bylaws of the FL Company as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with their terms and the Articles of Incorporation of the Surviving Corporation and as provided by the FBCA. Without any further action from the NJ Company, the FL Company, or any holder of any shares of capital stock of the NJ Company, the initial directors of the Surviving Corporation shall be the directors of the FL Company immediately prior to the Effective Time, in each case until their successors are elected and qualified and subject to compliance with existing contractual arrangements, and the initial officers of the Surviving Corporation shall be the officers of the FL Company immediately prior to the Effective Time, in each case until their successors are duly elected and qualified.

3. Conversion and Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the NJ Company, the FL Company or any holder of any shares of capital stock of the NJ Company, all of the outstanding shares of the NJ Company's Class A Common Stock shall be immediately and automatically converted on a one-to-one basis into shares of the FL Company's Class A Common Stock, no par value per share (the "Class A Shares"), and all of the outstanding shares of the NJ Company's Class AA Common Stock shall be immediately and automatically converted on a one-to-one basis into shares of the FL Company's Class AA Common Stock, no par value per share (together with the

Class A Shares, the "Shares"). The Shares shall be fully paid, non-assessable, and validly issued. Furthermore, the one (1) share of the FL Company's Class A Common Stock issued and outstanding and owned by the NJ Company immediately prior to the Merger shall be cancelled and retired immediately and automatically as of the Effective Time, and no payment shall be made with respect thereto, and such share shall resume the status of an authorized and unissued share of the FL Company's Class A Common Stock immediately following the Effective Time.

4. Merger Payment Procedure.

(a) Exchange of Certificates. At the Effective Time, the shareholders of the NJ Company shall surrender all certificates representing all of the capital stock of the NJ Company, duly endorsed in blank by the shareholders of the NJ Company or accompanied by blank stock powers, to the FL Company and, upon receipt of such certificates and stock powers, the FL Company shall deliver to the shareholders of the NJ Company certificates representing the number of Shares to be delivered at such time, calculated pursuant to Section 3 hereof. The shareholders of the NJ Company shall promptly cure any deficiencies with respect to the endorsement of the certificates or other documents of conveyance with respect to all the capital stock of the NJ Company or with respect to the stock powers accompanying all the capital stock of the NJ Company.

(b) No Further Ownership Rights. The Shares issued and distributed upon the surrender of certificates representing all the capital stock of the NJ Company in accordance with the terms of this Plan of Merger shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of the capital stock of the NJ Company. If, after the Effective Time, certificates representing shares of capital stock of the NJ Company are presented to the Surviving Corporation, they shall be cancelled and exchanged for certificates representing the number of Shares to which the holder of such certificates is entitled, calculated pursuant to Section 3 hereof. From and after the Effective Time, the certificates formerly representing shares of the capital stock of the NJ Company shall only represent the right to receive such certificates pursuant to Section 3 hereof.

5. Termination. This Plan of Merger may be terminated at any time on or before the Effective Time by agreement of the Boards of Directors of the Constituent Corporations.

6. Amendment. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; except that no amendment may be made which decreases the consideration to which the shareholders of the NJ Company will be entitled pursuant to this Plan of Merger or otherwise materially adversely affects the shareholders of the NJ Company without the further approval of each shareholder of the NJ Company materially adversely affected by such amendment.

7. Waiver. Any agreement on the part of a party hereto to any extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

8. Further Assurances. If at any time the Surviving Corporation, or its successors or assigns, shall reasonably consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan of Merger, each Constituent Corporation and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Plan of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of each Constituent Corporation or otherwise to take any and all such action.

9. Counterparts. This Plan of Merger may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that this Plan of Merger may be executed and delivered by facsimile or as a "pdf" or similar attachment to an electronic transmission and upon such delivery the facsimile or "pdf" signature will be deemed to have the same effect as if the original signature had been delivered.


10. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[SIGNATURE PAGE FOLLOWS]

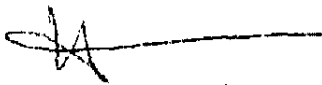
1/7/2016 3:07:36 PM From: To: 8506176380(13/13)

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

EVERSAFE SECURITY SYSTEMS, INC.,
a New Jersey corporation

By Todd 
Name: Todd Herman
Title: President

EVERSAFE SECURITY SYSTEMS (FL), INC.,
a Florida corporation

By Todd 
Name: Todd Herman
Title: President