

P97000063 933

(Requestor's Name)

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(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

called 8/3 - Maria will call ~~me~~  
NEED \$26.25  
Maria is sending money overnite  
8/3 ~~DB~~

Office Use Only



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08/05/04--01001--001 \*\*26.25

07/29/04--01036--011 \*\*52.50

FILED  
04 JUL 29 PM 2:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Morgan  
KRB  
8/13

**MARIA L. DIGIORGIO, P.A.**

**Attorney at Law**

6802 N.W. 77th Court, Miami, Florida 33166 • Telephone (786) 336-7080 • Facsimile (786) 336-7094

**VIA EXPRESS MAIL**

August 3, 2004

Attn: Karen Gibson  
Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

**Re: Articles of Merger for Central Security/Brooks Security Inc.**

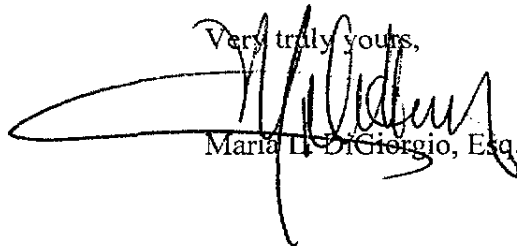
Dear Ms. Gibson:

Enclosed please find for the additional filing fee of \$26.25 for the merger of Central Security and Brooks Security.

Please file the Articles of Merger, certify one copy and stamp (1) copy "filed".

Should you have any questions or concerns, please feel free to contact my office.  
Thank you in advance for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Maria L. DiGiorgio', is written over a horizontal line. The signature is stylized with a large, sweeping initial 'M'.

Maria L. DiGiorgio, Esq.



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

August 3, 2004

MARIA L. DIGIORGIO, ESQ.  
6802 NW 77 COURT  
MIAMI, FL 33166

SUBJECT: CENTRAL SECURITY, INC.  
Ref. Number: P97000063933

We have received your document for CENTRAL SECURITY, INC. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

THE FILING FEE ITSELF IS SHORT \$17.50. FOR A CERTIFIED COPY, A FEE OF \$8.75 IS DUE. THE TOTAL DUE IS \$26.25.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson  
Document Specialist

Letter Number: 904A00048298

**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, F.S.

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04 JUL 29 PM 2:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Central Security Inc.	Florida	P97000063933

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Brooks Security Inc.	Florida	P01000116130

**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 in the future.)

**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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on 7/26/04 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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 7/26/04 and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
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Centrtal Security Inc.		Alexander Anthony-President/Owner
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Brooks Security Inc.		Julie A. Roland-President/Owner
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THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

## FORM OF AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated this 26<sup>th</sup> day of July, 2004 (this "Agreement") among Central Security Inc. ("CS") and Brooks Security Inc. ("BS").

A. The respective boards of directors of BS and CS have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, BS and CS hereby agree as follows:

### ARTICLE I THE MERGER

Section 1. The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act (the "FBCA"), BS will merge with and into CS upon the Effective Time, as defined in this Agreement. CS will be the surviving corporation in the Merger (the "Surviving Corporation"). Upon the Effective Time, the separate existence of BS will cease, and the Surviving Corporation will succeed, without other transfer, to all of the rights and property of BS, and will be subject to all of the debts and liabilities of BS, as provided for in Section 607.11101(3), FBCA. On and after the Effective Time, the Surviving Corporation will carry on its business with the assets of BS, as well as with the assets of the Surviving Corporation.

Section 2. Effective Time. As soon as practicable following the satisfaction or waiver of the conditions set forth in Article II, the Merger will be consummated by filing articles of merger with the Department of State, Division of Corporations of the State of Florida in accordance with the FBCA. The Merger will become effective when the Articles of Merger is filed or such later time as is set forth in the Articles of Merger. The time when the Merger becomes effective is called the "Effective Time".

Section 3. Certificate of Incorporation and By-Laws. The Certificate of Incorporation of CS shall be amended at the Effective Time to read in its entirety as set forth in Exhibit A hereto. The Certificate of Incorporation of CS, as so amended, and the By-Laws of CS in effect at the Effective Time will be the Certificate of Incorporation and By-Laws of the Surviving Corporation and will remain in effect until changed or amended as provided therein or by applicable law. The name of the Surviving Corporation will be Central Security Inc.

Section 4. Directors and Officers. The directors of CS at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of BS at the Effective Time shall, from and after the Effective

Time, be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

#### Section 5. Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of common stock, par value \$0.01 per share, of BS issued and outstanding immediately before the Effective Time will convert into one share of CS common stock, par value \$0.01 per share, and such shares of CS common stock will be reflected on the stock ledger of CS as issued and outstanding, fully paid and nonassessable, uncertificated shares. To the fullest extent authorized by law, all instructions, orders and notices recorded on the BS stock ledger in respect of such shares of BS common stock will be recorded on the CS stock ledger in respect of such shares of CS common stock.

### ARTICLE II CONDITIONS TO CONSUMMATION OF THE MERGER

#### Section 6. Conditions to Each Party's Obligation to Effect the Merger.

The respective obligations of each party to effect the Merger are subject to the satisfaction or waiver, prior to the Effective Time, of the following conditions:

(a) plans of merger were adopted by the board of directors of each party and shareholders approval was not required.

(b) no statute, rule, regulation, executive order, decree, injunction or other order has been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of prohibiting the consummation of the Merger;

(c) all approvals and consents necessary or desirable, if any, in connection with consummation of the Merger have been obtained.

### ARTICLE III MISCELLANEOUS

#### Section 7. Amendment; Waiver.

At any time before the Effective Time, BS and CS may, to the extent permitted by the FBCA, by written agreement amend, modify or supplement any provision of this Agreement.



Section 8. Entire Agreement; Assignment.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties.

Section 9. Governing Law.

This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida.

Section 10. Parties in Interest.

Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.


Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 12. Abandonment.

At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of BS or CS.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

A handwritten signature in dark ink, appearing to be 'AK' followed by a stylized flourish, is written over a horizontal line.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the day and year first above written.

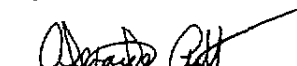
Brooks Security Inc.  
a Florida corporation

By:

  
Julie A. Roland

Central Security Inc.,  
a Florida corporation

By:

  
Alexander D. Anthony

