

P98000008491

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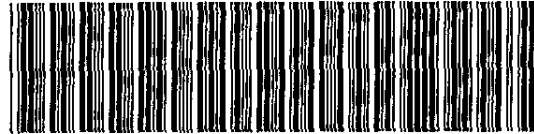
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Merg

1305 07 2005

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Innovative Security Solutions, Inc.

(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Leslie Powell

(Name of person)

Ferrante & Associates

(Name of firm/company)

126 Prospect Street

(Address)

Cambridge, MA 02139

(City/state and zip code)

For further information concerning this matter, please call:

Leslie Powell

(Name of person)

at (617) 868-5000

(Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

May 26, 2005

FERRANTE & ASSOCIATES
126 PROSPECT ST
CAMBRIDGE, MA 02139

SUBJECT: INNOVATIVE SECURITY SOLUTIONS, INC.
Ref. Number: P98000008491

We have received your document for INNOVATIVE SECURITY SOLUTIONS, 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):

There is a balance due of \$35.00.

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

COPY

If you have any questions concerning the filing of your document, please call (850) 245-6927.

Tracy Smith
Document Specialist

Letter Number: 705A00037937

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05 JUN -7 PM 12:41

FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Innovative Security Solutions, Inc.	Florida	P9800000849

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Innovative Security Solutions of Texas, Inc.	Florida	P0000005128

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 April 15, 2005.

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 April 15, 2005.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Innovative Security Solutions, Inc.

John Pichola, Secretary/Treasurer

Innovative Security Solutions of Texas, Inc.

John Pichola, Secretary/Treasurer

AGREEMENT AND PLAN OF MERGER
OF
INNOVATIVE SECURITY SOLUTIONS OF TEXAS, INC.
AND
INNOVATIVE SECURITY SOLUTIONS, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 15th of April, 2005, by and between Innovative Security Solutions of Texas, Inc., a business corporation of the State of Florida and approved by resolution adopted by its Board of Directors and Shareholders on said date, and Innovative Security Solutions, Inc., a business corporation of the State of Florida, and approved by resolution adopted by its Board of Directors and Shareholders on said date.

RECITALS

- A. The respective boards of directors and shareholders of Innovative Security Solutions, Inc. (sometimes hereinafter referred to as the "Surviving Corporation") and Innovative Security Solutions of Texas, Inc. (sometimes hereinafter referred to as the "Disappearing Corporation"), individually sometimes called a "Constituent Corporation" and together called the "Constituent Corporations", deem it desirable and in the best interest of their respective corporations and shareholders to merge the Disappearing Corporation with and into the Surviving Corporation as provided in this agreement pursuant to the provisions of the Statutes of the State of Florida, and that the Surviving Corporation be the survivor of the merger.
- B. The Surviving Corporation is a Florida corporation duly organized on January 26, 1998, validly existing and in good standing under the laws of the State of Florida and is authorized by the Department of State of the State of Florida to conduct a business, with authorized capital of 1,000 shares of common stock with par value of one dollar (\$1.00), of which, on the date hereof, there are 490 shares (the "Surviving Corporation Common Stock") issued and outstanding.
- C. The Disappearing Corporation is a Florida corporation duly organized on May 24, 2000, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Department of State of the State of Florida to conduct a business, with authorized capital of 1,000 shares of common stock with par value of one dollar (\$1.00), of which, on the date hereof, there are 490 shares issued and outstanding (the "Disappearing Corporation Common Stock").
- D. The Florida Statutes permit the merger of two business corporations of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE 1. THE MERGER

1.1 Upon consummation of the merger contemplated herein, at the Effective Time (as defined in Article 4.0 hereof), the Disappearing Corporation, which is a business corporation of the State of Florida, shall merge with and into the Surviving Corporation, which is also a business corporation of the State of Florida pursuant to the provisions of the Florida Statutes (the "Merger") and the Surviving Corporation shall assume all of the liabilities of the Disappearing Corporation.

ARTICLE 2. THE NAME

2.1 The name of the Surviving Corporation shall be "Innovative Security Solutions, Inc."

ARTICLE 3. ARTICLES OF INCORPORATION

3.1 The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time provided for in this agreement shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Statutes.

ARTICLE 4. EFFECTIVE TIME

4.1 The Merger will become effective at and upon filing with the Florida Department of State (the "Effective Time").

ARTICLE 5. BY-LAWS

5.1 The By-Laws of the Surviving Corporation as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.

ARTICLE 6. DIRECTORS AND OFFICERS

6.1 The board of directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.

ARTICLE 7. RIGHTS AND DUTIES OF THE SURVIVOR

7.1 At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Disappearing Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property rights, and every other interest of the Surviving Corporation and the Disappearing Corporation shall be effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Disappearing Corporation, respectively. All rights of creditors of the Disappearing Corporation and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Disappearing Corporation may be enforced against the surviving corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of the Disappearing Corporation, or the corresponding officers of the Surviving Corporation, may, in the name of the Disappearing Corporation, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in the Surviving Corporation title to and possession of any property of the Disappearing Corporation acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Disappearing Corporation or otherwise to take any and all such action.

ARTICLE 8. CONVERSION OF SHARES

8.1 In and by virtue of the Merger and at the Effective Time, pursuant to this agreement, the shares of each of the Constituent Corporations shall be converted into the shares or other securities of the Surviving Corporation as follows:

- (a) Effect on the Disappearing Corporation Common Stock:
 - (i) Each share of the Disappearing Corporation Common Stock that is issued and outstanding (other than shares of the Disappearing Corporation Common Stock, if any, held in the treasury of the Disappearing Corporation) immediately prior to the Effective Time, on and after the Effective Time, shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, inasmuch as the Surviving Corporation is the owner of all the Disappearing Corporation Common Stock, but each said share which is issued as of the Effective Time shall be surrendered and extinguished.
- (b) Effect on the Surviving Corporation Stock:
 - (i) Each share of the Surviving Corporation Stock issued and outstanding immediately prior to the Effective Time shall be unaffected and continue to be shares of the Surviving Corporation.

ARTICLE 9. SHAREHOLDER APPROVAL

9.1 The Agreement herein made has been submitted to and approved by the shareholders of the Disappearing Corporation and the shareholders of the Surviving Corporation in the manner prescribed by the provisions of the Statutes of Florida.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law. The laws of the State of Florida shall govern the validity and interpretation hereof and the performance by the parties hereto.

10.2 Notice. The Surviving Corporation hereby (i) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the Disappearing Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Disappearing Corporation, and (ii) irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such proceeding. The Secretary of State of the State of Florida may mail any such service of process to the Surviving Corporation's registered agent in the State of Florida, which is Corporation Service Company, located at 1201 Hays Street, Tallahassee, FL 32301.

10.3 Further Action. The Surviving Corporation and the Disappearing Corporation each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this agreement.

10.4 Successors and Assigns. This agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement and Plan of Merger may not be assigned by either party without the written consent of the other.

10.5 Termination. This agreement may, by the mutual consent and action of the boards of directors of the Surviving Corporation and the Disappearing Corporation, be abandoned at anytime before or after approval thereof by the shareholders of the Disappearing Corporation, but not later than the filing of this Agreement with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused this Agreement and Plan of Merger to be executed by their President and Secretary effective this 15th day of April, 2005.

INNOVATIVE SECURITY SOLUTIONS, INC.

Per: _____

James Fairbanks, President

Per: _____

John Pichola, Secretary

INNOVATIVE SECURITY SOLUTIONS OF TEXAS, INC.

Per: _____

James Fairbanks, President

Per: _____

John Pichola, Secretary