

P990000062187

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Merge

03/06/06--01020--002 **105.00

FILED
06 MAR -6 AM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06 MAR -6 PM 8:25
DIVISION OF REGISTRATION

ADR
3/6/06

SQUIRE, SANDERS & DEMPSEY
Requester's Name

215 S. MONROE ST. SUITE 601
Address

TALLAHASSEE 32301 222.2300
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. GUARDIAN INTERNATIONAL, INC. P99000062187
(Corporation Name) (Document #)
2. DEVCON ACQUISITION, INC. P05000142594
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☒ Pick up time WHEN READY ☒ Certified Copy (4 COPIES)
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

IF YOU HAVE ANY QUESTIONS
PLEASE CONTACT ELIZABETH GLEATON
AT 222.2300. THANK YOU.

Examiner's Initials

**ARTICLES OF MERGER
OF
DEVCON ACQUISITION, INC.
WITH AND INTO
GUARDIAN INTERNATIONAL, INC.**

FILED
06 MAR -6 PM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

First: The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
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Guardian International, Inc.	Florida
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Second: The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
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Devcon Acquisition, Inc.	Florida
--------------------------	---------

Third: On the Effective Date (as defined below), Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease (the "Merger"). Surviving Corporation is the surviving corporation of the Merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

Fourth: The Merger shall become effective ("Effective Date") on the date of filing these Articles of Merger with the Florida Department of State.

Fifth: In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Merging Corporation by Unanimous Written Consent dated October 19, 2005 and (ii) by the sole shareholder of Merging Corporation by Written Consent dated November 8, 2005.

Sixth: In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Surviving Corporation by resolution duly adopted at a meeting held on November 8, 2005, and (ii) by the shareholders of Surviving Corporation holding at least a majority of the outstanding capital stock of each class of capital stock entitled to vote on the Plan of Merger pursuant to a shareholders' vote at a meeting duly held on February 24, 2006.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of March 6, 2006.

GUARDIAN INTERNATIONAL, INC.

By: _____


Harold Ginsburg, President

DEVCON ACQUISITION, INC.

By: _____

Stephen Ruzika, President

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of March 2, 2006.

GUARDIAN INTERNATIONAL, INC.

By: _____
Harold Ginsburg, President

DEVCON ACQUISITION, INC.

By: _____
Stephen Ruzika, President

EXHIBIT A
PLAN OF MERGER
BETWEEN
GUARDIAN INTERNATIONAL, INC.
AND
DEVCON ACQUISITION, INC.

This Plan of Merger is entered into by and among Guardian International, Inc., a Florida corporation, and Devcon Acquisition, Inc., a Florida corporation, for the purpose of merging, at the Effective Time (as defined below), Devcon Acquisition, Inc. with and into Guardian International, Inc. in accordance with the Florida Business Corporation Act and the following agreements, terms and provisions set forth herein (the "Merger").

1. Parties to Merger and Name of Surviving Corporation. The name and jurisdiction of the surviving corporation is Guardian International, Inc., a Florida corporation (the "Surviving Corporation"). The name and jurisdiction of the merging corporation is Devcon Acquisition, Inc., a Florida corporation (the "Merging Corporation", and together with the Surviving Corporation, the "Corporations").
2. Terms and Conditions. The terms and conditions of the Merger, in addition to the terms and conditions set forth herein and in that certain Agreement and Plan of Merger, dated as of November 9, 2005, among Merging Corporation, Devcon International Corp., a Florida corporation ("Parent") and Surviving Corporation, as it may be amended from time to time in accordance with its terms (the "Agreement"), are as follows:
 - (a) At the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation and a direct or indirect wholly-owned subsidiary of Parent.
 - (b) The Merger shall have the effects set forth in Section 607.1106 of the Florida Business Corporation Act with respect to a merger.
3. Effective Time. The Merger shall become effective ("Effective Time") on the date of filing the Articles of Merger with the Florida Department of State.
4. Manner and Basis of Converting Shares, Options and Warrants. Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation or Parent, the following actions will occur:
 - (a) each issued and outstanding share of common stock, \$0.01 par value, of Merging Corporation shall be converted into one share of Surviving Corporation's common stock, \$0.01 par value;
 - (b) each share of Surviving Corporation's Class A Voting Common Stock, \$0.001 par value, and each share of Surviving Corporation's Class B Nonvoting Common Stock, \$0.001 par

value (collectively, the "Common Stock"), issued and outstanding immediately prior to the Effective Time (other than shares held in the Surviving Corporation's treasury and shares held directly or indirectly by Parent, which shall be cancelled without conversion and without any payment), shall be converted into the right to receive an amount in cash equal to a pro rata portion of the Merger Consideration (as defined in the Agreement);

(c) each share of Surviving Corporation's Series D 6% Convertible Cumulative Preferred Stock, \$0.001 par value, and each share of Surviving Corporation's Series E 7% Cumulative Preferred Stock, \$0.001 par value (collectively, the "Preferred Stock", and together with the Common Stock, the "Shares"), issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive an amount in cash equal to a pro rata portion of (1) the Redemption Amount (as defined in the Agreement) or (2) the Converted Preferred Consideration (as defined in the Agreement), as applicable; and

(d) each Company Stock Option (as defined in the Agreement) and each Company Warrant (as defined in the Agreement) outstanding and unexercised immediately prior to the Effective Time shall be cancelled, and each such Company Stock Option and Company Warrant that has an exercise price per share of Common Stock that is less than the per share Merger Consideration shall thereafter represent the right to receive an amount in cash (subject to any applicable withholding taxes) equal to the product of (i) the difference between a pro rata portion of the Merger Consideration and the applicable exercise price per share of such Company Stock Option or Company Warrant, as the case may be, and (ii) the aggregate number of shares of Common Stock issuable upon exercise of such Company Stock Option or Company Warrant, as the case may be.

5. Other Provisions Relating to the Merger.

(a) Payment of Consideration. Subject to the terms and conditions of the Agreement, Parent shall cause to be paid by wire transfer of immediately available funds to accounts designated by the Paying Agent (as defined in the Agreement) and the Escrow Agent (as defined in the Agreement), as applicable, the Merger Consideration, the Redemption Amount and/or Converted Preferred Consideration and the Escrow Amount (as defined in the Agreement) as follows:

(i) Subject to the terms of the Agreement, Parent shall deposit the Merger Consideration and the Redemption Amount and/or Converted Preferred Consideration in trust with the Paying Agent to be paid to the Stockholders in exchange for Shares, Company Stock Options and Company Warrants pursuant to the terms of the Agreement and the Paying Agent Agreement; and

(ii) As provided in the Agreement, Parent shall deposit the Escrow Amount with the Escrow Agent, to be held, invested and disbursed by Escrow Agent pursuant to the terms of the Agreement and the Escrow Agreement.

6. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Surviving Corporation from and after the Effective Time shall be amended and restated as set

forth on Exhibit 1 hereto until thereafter changed or amended as provided therein or by applicable law.

7. Bylaws of Surviving Corporation. The Bylaws of Merging Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law, except that all references to the name of Merging Corporation shall be changed to refer to the name of Surviving Corporation.

8. Director and Officers of Surviving Corporation. The directors and officers of Surviving Corporation immediately after the Effective Time shall be the following individuals, until their respective successors are duly elected or appointed and qualified or their respective resignation or removal:

<u>Name and Business Address</u>	<u>Title/Position</u>
Stephen J. Ruzika 595 South Federal Highway, Suite 500 Boca Raton, FL 33432	Director / President
George Hare 595 South Federal Highway, Suite 500 Boca Raton, FL 33432	Director / Vice President / Treasurer
J. K. Godsey 595 South Federal Highway, Suite 500 Boca Raton, FL 33432	Vice President / Secretary
Mandy Hillegas 595 South Federal Highway, Suite 500 Boca Raton, FL 33432	Assistant Secretary

9. Approval. The Merger has previously been submitted to and approved by the Corporations' respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to effect the Merger contemplated by this Plan of Merger.

10. Termination. Notwithstanding the approval of this Plan of Merger by the shareholders of each of the Corporations, the Merger may be abandoned at any time prior to the Effective Time, but not later than the Effective Time, and the Agreement terminated, by Parent or Guardian International, Inc., or both of them, in accordance with the termination provisions of the Agreement.

11. Modification. The Corporations, pursuant to action by their respective Board of Directors, may amend or modify this Plan of Merger, in such manner as may be agreed upon or

authorized by them, in writing executed on behalf of each of the Corporations, at any time before or after approval or adoption of this Plan of Merger by the shareholders of both Corporations. Either Corporation may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive compliance by the other with any of the covenants or conditions contained herein; provided, however, that no such waiver or extension shall affect the rights of the shareholders of either Corporation in a manner which is materially adverse to such shareholders in the judgment of its Board of Directors.

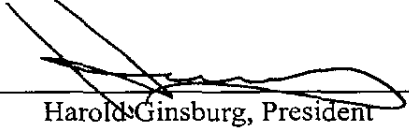
12. Counterparts. This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

13. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of
Dissolution of Articles of Merger as of March 2, 2006.

GUARDIAN INTERNATIONAL, INC.

By: 
Harold Ginsburg, President

DEVCON ACQUISITION, INC.

By: _____
Stephen Ruzika, President

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of March 6, 2006.

GUARDIAN INTERNATIONAL, INC.

By: _____
Harold Ginsburg, President

DEVCON ACQUISITION, INC.

By: _____
Stephen Ruzika, President

EXHIBIT 1

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
GUARDIAN INTERNATIONAL, INC.**

SEE ATTACHED

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

**GUARDIAN INTERNATIONAL, INC.
(A Florida Corporation)**

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the undersigned hereby adopts the following Amended and Restated Articles of Incorporation:

1. The name of the corporation is **Guardian International, Inc.** (the "Corporation"). The date of filing the original Articles of Incorporation with the Secretary of State was July 8, 1999.

2. The Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors on March __, 2006 and the Shareholders of the Corporation on March __, 2006 in accordance with Sections 607.1003, 607.1006, and 607.1007 of the Florida Business Corporation Act.

3. The Articles of Incorporation are hereby amended and restated in their entirety as follows:

Article I.

Name of Corporation

The name of the corporation is Guardian International, Inc.

Article II.

Address of Corporation

The principal place of business and mailing address of the Corporation is:

3880 North 28th Terrace
Hollywood, Florida 33020

Article III.

Capital Stock

The number of shares of stock that the Corporation is authorized to issue is One Thousand (1,000) shares, par value \$0.01 per share, of common stock. Each issued and

outstanding share of common stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders.

Article IV.

Registered Agent and Office Address

The street address of the Corporation's initial registered office is One Southeast Third Avenue, 28th Floor, Miami, Florida 33131. The name of the Corporation's initial registered agent at that office is American Information Services, Inc.

Article V.

Indemnification

This Corporation shall indemnify the officers and directors to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 6th day of March, 2006.

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACCEPTANCE BY
REGISTERED AGENT

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of **GUARDIAN INTERNATIONAL, INC.**, a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation:

Having been named as registered agent and to accept service of process for the Corporation at the registered office designated in the Corporation's Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this March 6th, 2006.

**AMERICAN INFORMATION SERVICES,
INC.**

By: *Nery Toledo, Asst. Sec.*
Nery Toledo, Assistant Secretary
Registered Agent's Signature