

455281

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

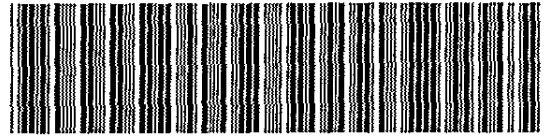
Certified Copies _____ Certificates of Status _____

5/12/04

Special Instructions to Filing Officer:

Michelle us
sending \$35.00
MS

Office Use Only



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05/14/04--01013--003 **35.00

05/04/04--01026--002 **35.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

04 MAY -4 PM 12:49

FILED

MS
5/14

Johnson Controls, Inc.
7315 North Atlantic Avenue
Cape Canaveral, FL 32920-3792

JOHNSON
CONTROLS

VIA AIRBORNE

Ms. Karen Gibson
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

May 13, 2004

**Re: Articles of Merger (Merger of Subsidiary Corporation)
Johnson Controls-RMS, Inc.**

Dear Ms. Gibson:

In response to our conversation yesterday, enclosed is company check no. 308506 in the amount of \$35.00 representing an additional \$35.00 in filing fees for Articles of Merger between Johnson Controls-RMS, Inc. and Johnson Controls World Services Inc. previously submitted. I apologize for the shortage in fees as I did not realize the cost was \$35.00 per entity.

Please arrange for filing of the documents provided earlier as soon as possible and return to the undersigned at the address listed above. If you have any questions or require additional information, please contact me at 321/784-7249.

Sincerely,



Michelle Trepanier
Paralegal
Johnson Controls World Services Inc.

/mmt

Enclosure

Johnson Controls, Inc.
7315 North Atlantic Avenue
Cape Canaveral, FL 32920-3792

JOHNSON
CONTROLS

VIA AIRBORNE

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

April 29, 2004

**Re: Articles of Merger (Merger of Subsidiary Corporation)
Johnson Controls-RMS, Inc.**

To Whom It May Concern:

Enclosed are Articles of Merger on behalf of Johnson Controls World Services Inc. (the surviving company) for filing. Also enclosed is company check no. 307422 in the amount of \$35.00 for filing fees.

Please arrange for filing of these documents immediately and return to the undersigned at the address listed above. If you have any questions or require additional information, please contact me at 321/784-7249.

Sincerely,



Michelle Trepanier
Paralegal
Johnson Controls World Services Inc.

/mmt

Enclosures



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 12, 2004

MICHELLE TREPANIER
JOHNSON CONTROLS
7315 NORTH ATLANTIC AVENUE
CAPE CANAVERAL, FL 32920

SUBJECT: JOHNSON CONTROLS WORLD SERVICES INC.
Ref. Number: 455281

We have received your document for JOHNSON CONTROLS WORLD SERVICES INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

THE FILING FEE FOR A MERGER IS \$35.00 PER CORPORATION. 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.

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

Karen Gibson
Document Specialist

Letter Number: 604A00033166

**ARTICLES OF MERGER
(Merger of Subsidiary Corporation)**

FILED
04 MAY -4 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Plan of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1104 F.S., and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the parent corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Corporation No.</u>
Johnson Controls World Services Inc.	Florida	455281

Second: The name and jurisdiction of the merging subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Corporation No.</u>
Johnson Controls-RMS, Inc.	Florida	P96000090114

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective May 1, 2004.

Fifth: Adoption of the Merger by surviving corporation:

The Plan and Agreement of Merger was adopted by the Board of Directors of the surviving Corporation on April 15, 2004, and shareholder approval was not required.

Sixth: Adoption of Merger by merging Corporation:

The Plan and Agreement of Merger was adopted by the Board of Directors of the merging Corporation and the Shareholder on April 15, 2004.

Seventh: Conversion and Exchange of Shares:

Pursuant to the Plan and Agreement of Merger, the manner of converting and exchanging the shares shall be as follows:

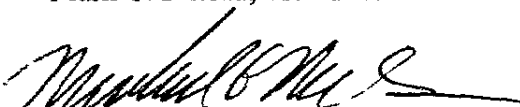
Upon the Effective Date of the Merger, each share of Johnson Controls World Services Inc.'s (JCWS) issued and outstanding stock held by Johnson Controls, Inc. ("JCP", which is the owner of 100% of all issued and outstanding JCWS stock) shall be converted into and become by virtue of the Merger and without any action on the part of the holder thereof, into one (1) share of the Surviving Corporation common stock.

Upon the Effective Date of the Merger, each share of Johnson Controls-RMS issued and outstanding stock held by JCWS shall be canceled and retired in consideration of the transfer of Johnson Controls-RMS' assets and liabilities to JCWS in combination with the merger.

IN WITNESS WHEREOF each of the undersigned corporations has cause these Articles of Merger to be executed in Cape Canaveral, Florida, in its name by its president or vice president and secretary or assistant secretary as of the 27th day of April, 2004.

JOHNSON CONTROLS-RMS, INC.
A Florida Corporation

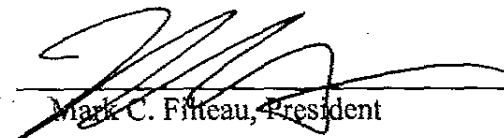
By: 
Mark C. Filteau, President

By: 
Michael G. McCarty, Secretary

[Corporate seal]

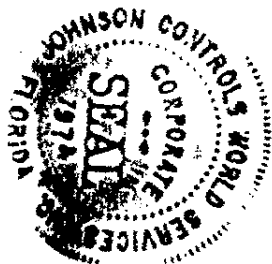


JOHNSON CONTROLS WORLD
SERVICES INC., a Florida Corporation

By: 
Mark C. Filteau, President

By: 
James E. Kaylor, Assistant Secretary

[Corporate seal]



PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (hereinafter referred to as the "Plan") made and entered into effective this 15th day of April, 2004 and to become effective May 1, 2004 by and between *Johnson Control World Services Inc.*, a Florida corporation (hereinafter referred to as "JCWS"), and *Johnson Controls-RMS, Inc.*, a Florida corporation (hereinafter referred to as "JC-RMS"). JCWS and JC-RMS are sometimes hereinafter referred to as the "Constituent Corporations."

RECITALS:

WHEREAS, JCWS is a corporation organized and validly existing under the laws of the State of Florida with one hundred percent of its Common Stock has been duly issued to Johnson Controls, Inc., which is entitled to vote and are now outstanding.

WHEREAS, JC-RMS is a corporation organized and validly existing under the laws of the State of Florida with total authorized capital of one thousand (1,000) shares of common stock (hereinafter referred to as "JC-RMS Stock"), of which one hundred percent (100%) of the JC-RMS common stock shares have been duly issued to JCWSI, are entitled to vote and are now outstanding.

WHEREAS, the respective Boards of Directors and shareholders of the Constituent Corporations deem it advisable and for the best interests of the Constituent Corporations and their shareholders that JC-RMS be merged with and into its parent company JCWS pursuant to this Plan and the applicable laws of the State of Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Plan as a Plan of Reorganization and to consummate the merger (hereinafter referred to as the "Merger") of JC-RMS with and into JCWS in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements herein set forth, the Constituent Corporations agree that JC-RMS shall be merged with and into JCWS as the surviving corporation in accordance with the applicable laws of the State of Florida, that the name of the surviving corporation shall be "*Johnson Controls World Services Inc.*" (which in its capacity as the surviving corporation is hereinafter referred to as the "Surviving Corporation"), and that the terms of the Merger and mode of carrying it into effect shall be as follows:

ARTICLE I TERMS AND CONDITIONS OF MERGER

Section 1.1. On the Effective Date, the separate existence of JC-RMS shall cease and JC-RMS shall be merged with and into JCWS, which shall be the Surviving Corporation. The Surviving Corporation shall continue its corporate existence as a Florida corporation, governed by Florida law, and the name of the Surviving Corporation shall be "*Johnson Controls World Services Inc.*" The Surviving Corporation shall have all of the rights, privileges, immunities and franchises, public and private, of the Constituent Corporations, and all property, real, personal, and mixed, and all debts due on whatever accounts, including subscriptions to shares and all other choses in action, of the Constituent Corporations.

All interests of or belonging to or due to the Constituent Corporations shall be deemed to be transferred to and invested in the Surviving Corporation without further act or deed and title to any real estate, or any interest therein vested in such Constituent Corporations shall not revert or be in any way impaired as a result of the Merger. The Surviving Corporation shall henceforth be responsible and liable for all liabilities and obligations of the Constituent Corporations so merged and any claim existing or action proceeding pending by or against the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens on property of the Constituent Corporations shall be impaired by the Merger.

Section 1.2. The present Articles of Incorporation of JCWS currently in existence shall be the Articles of Incorporation of the Surviving Corporation, subject to the right of the Surviving corporation to further amend its Articles of Incorporation in the future in accordance with the laws of the State of Florida.

Section 1.3. The present Bylaws of JCWS shall be the By-laws of the Surviving Corporation, subject to the right of the Surviving Corporation to amend its By-laws in accordance with the laws of the State of Florida.

Section 1.4. The Board of Directors of the Surviving Corporation shall initially consist of three (3) members, who shall be the same as those persons who are the directors of JCWS as of the Effective Date of this Plan.

Section 1.5. The officers of the Surviving Corporation, each of whom shall hold office until their successors shall be duly elected and shall have qualified or until their earlier death, resignation or removal, and their respective offices shall be the officers of JCWS holding their respective offices as of the Effective Date of this Plan.

Section 1.6. The Merger shall become effective on May 1, 2004 (sometimes in this Plan referred to as the "Effective Date").

ARTICLE II

CONVERSION OF SHARES

Section 2.1. The manner and basis of converting shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

- (A) On the Effective Date of the Merger, each share of JCWS issued and outstanding stock held by Johnson Controls, Inc. ("JCI", which is the owner of 100% of all issued and outstanding JCWS stock) shall be converted into and become by virtue of the Merger and without any action on the part of the holder thereof, into one (1) share of the Surviving Corporation common stock;
- (B) On the Effective Date of the Merger, each share of JC-RMS Stock issued and outstanding stock held by JCWS shall be canceled and retired in consideration of the transfer of JC-RMS' assets and liabilities to JCWS in combination with the merger.

ARTICLE III APPROVAL

Section 3.1. This Plan has been adopted by the Board of Directors and Shareholders of each of the Constituent Corporations pursuant to the provisions of the Florida Corporation law and applicable sections of the Florida Business Corporation Act, respectively. If this Plan is not terminated or abandoned under the provisions hereof, a Certificate of Merger containing this Plan, a copy of which is attached hereto and incorporated by reference as **Exhibit "A,"** shall be submitted for filing with the Florida Secretary of State as provided in the applicable provisions of the Florida Business Corporation Act.

ARTICLE IV TERMINATION

Section 4.1. Notwithstanding the approval and adoption of this Plan by the Shareholders of each of the Constituent Corporations, this Plan may be terminated and the Merger may be abandoned, prior to the filing of the Articles of Merger containing this Plan by the mutual consent of the Boards of Directors of the Constituent Corporations. Upon such termination, and notwithstanding the approval of the Merger by the shareholders of the Constituent Corporations, the Merger shall forthwith be abandoned, and all obligations and liabilities of the parties under or in connection with this Plan shall be terminated and of no force or effect.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Whether or not the Merger shall be consummated, each of the Constituent Corporations will pay their own fees, expenses and disbursements incurred in connection with the Merger.

Section 5.2. All notices, requests, demands, consents or other communications which are required or permitted hereunder shall be in writing, and shall be delivered personally or mailed by registered or certified mail, postage prepaid to the Constituent Corporations at their respective offices in the State of Florida.

Section 5.3. This Plan constitutes the entire agreement and understanding between the Constituent Corporations and supersedes any prior agreement and understanding relating to the subject matter of this Plan.

Section 5.4. This Plan may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by both the parties so long as at least one counterpart hereof is executed by each of the Constituent Corporations.

Section 5.5. This Plan shall be governed by and construed and enforced in accordance with the

laws of the State of Florida.

Section 5.6. If at any time after the Effective Date, the Surviving Corporation shall deem or be advised that any further assignments, assurances, or other acts or instruments are necessary or desirable to vest, perfect or confirm in the Surviving Corporation the title to any property or rights of any of the Constituent Corporations or otherwise to carry out the provisions of this Plan, at the request and expense of the Surviving Corporation, the proper officers and directors of the appropriate Constituent Corporation shall do all such acts and things as may be necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan. In this connection, the parties acknowledge and agree that concurrently with the merger the following assets and liabilities will be transferred from JC-RMS to JCWS: (i) those assets and liabilities referenced in a certain Instrument of Transfer of even date herewith executed and delivered by JC-RMS in favor of JCWS; and (ii) JC-RMS' ownership interest in *Readiness Management Support LC*.

Section 5.7. Neither this Plan nor the rights, interests, or obligations of the parties hereunder may be assigned and all terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns; and this Plan shall also inure to the benefit of the shareholders of the Constituent Corporations and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the day and year first above written.

Johnson Controls World Services Inc.

By: 
Mark C. Filteau, Director

Johnson Controls-RMS, Inc.

By: 
James E. Kaylor, Director