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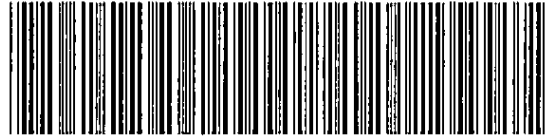
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T. SCHROEDER

TS

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 937857 4319764
AUTHORIZATION : 
COST LIMIT : \$ 70.00

ORDER DATE : September 30, 2019
ORDER TIME : 9:17 AM
ORDER NO. : 937857-005
CUSTOMER NO: 4319764

ARTICLES OF MERGER

GUARDIAN FIRE EQUIPMENT
INTERNATIONAL, INC.

INTO

GUARDIAN FIRE EQUIPMENT, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson ext#:62968

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

522876
F05153
Articles of Merger of Guardian Fire Equipment, Inc., a Florida corporation ("Parent") and Guardian Fire Equipment International, Inc., a Florida corporation ("Subsidiary")

Pursuant to s. 607.1105 of the Florida Business Corporation Act (the "Act") Parent and Subsidiary adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated September 20, 2019 (the "Agreement"), between Parent and Subsidiary was approved and adopted by the shareholders of Parent on September 20, 2019 and was adopted by the shareholders of Subsidiary on September 20, 2019.

2. Pursuant to the Agreement, all issued and outstanding shares of Subsidiary's stock will be acquired by means of a merger of Subsidiary into Parent with Parent the surviving corporation. The surviving corporation shall continue to be known as Guardian Fire Equipment, Inc.

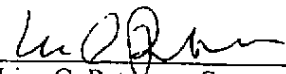
3. The Agreement is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Pursuant to s. 607.1101(3)(d)(f) of the Florida Business Corporation Act, the date and time of the effective date of the Plan of Merger shall be on September 30, 2019 at 5:00 p.m.

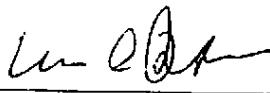
IN WITNESS WHEREOF, the parties have set their hands this 20th day of September 2019.

ATTEST:

Guardian Fire Equipment, Inc.
a Florida corporation




Lisa C. Petersen, Secretary

By: 


Lisa C. Petersen, President

ATTEST:

Guardian Fire Equipment International, Inc.
a Florida corporation



Lisa C. Petersen, Secretary

By: 

Lisa C. Petersen, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Agreement and Plan of Merger

This Agreement and Plan of Merger ("Agreement") is dated September 20, 2019, by and between Guardian Fire Equipment, Inc., a Florida corporation ("Parent") and Guardian Fire Equipment International, Inc., a Florida corporation ("Subsidiary.")

Parent owns all of the issued and outstanding shares of the capital stock of Subsidiary. Parent desires to merge Subsidiary with and into Parent. Subsidiary desires to merge with and into Parent.

Pursuant to Parent's and Subsidiary's respective Articles of Incorporation and By-Laws, the Board of Directors of Parent and Subsidiary have each approved and adopted this agreement providing for the merger (the "Merger") of Subsidiary with and into Parent in accordance with the applicable provisions of the Section 607.1104, Florida Statutes and subject to the conditions set forth herein.

Parent and Subsidiary intend:

(i) that the Merger shall constitute a "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code;") (ii) by approving resolutions under this Agreement, to adopt this Agreement as a plan of liquidation within the meaning of Section 332 of the Code and (iii) that the transactions contemplated by this Agreement be undertaken pursuant to such plan.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent and Subsidiary hereby agree as follows:

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FLORIDA

1. The Merger. At the Effective Time, which term is described below, and subject to and upon the terms and conditions of this Agreement and subject to Florida Statute 607.1104, Subsidiary shall be merged with and into Parent, the separate corporate existence of Subsidiary shall cease and Parent shall continue as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation.")

2. Effective Time. Unless this Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing articles of merger as contemplated by Florida law (the "Articles of Merger"), together with any required related certificates, with the Secretary of State of the State of Florida, as appropriate, in such forms as required by, and executed in accordance with the relevant provisions of Chapter 607 of the Florida Statutes. The Merger shall become effective at the time specified in the Articles of the Merger (the "Effective Time.")

3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Articles of the Merger and the applicable provisions of the Florida Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all property, rights, privileges, powers and franchises of Subsidiary and Parent shall vest in the Parent, as the Surviving Corporation, and all debts, liabilities, and duties of Subsidiary shall become the debts, liabilities, and duties of the Parent, as the Surviving Corporation.

4. Effect on Securities, Etc. At the Effective Time, by virtue of the Merger and without any action on the part of Parent or Subsidiary, each share of capital stock of Subsidiary

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CLERK OF DISTRICT COURT
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issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without any consideration being payable therefor.

5. Articles of Incorporation; By-Laws.

(a) At the Effective Time, the Articles of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Parent, as Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation of the Parent as Surviving Corporation.

(b) At the Effective Time, the By-laws of Parent, as in effect immediately prior to the Effective Time, shall be the By-laws of the Parent, as Surviving Corporation until thereafter amended.

6. Directors and Officers. The directors of Parent immediately prior to the Effective Time shall be the directors of the Parent, as Surviving Corporation each to hold office in accordance with the Articles of Incorporation and By-laws of the Parent, as Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the officers of the Parent, as Surviving Corporation, in each until their respective successors are duly elected or appointed and qualified.

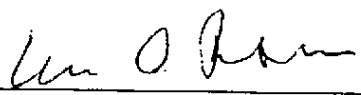
7. Tax Consequences. The parties hereto intend that the Merger shall constitute a liquidation of Subsidiary within the meaning of Section 332 of the Code. The parties hereto hereby adopt this Agreement as a "plan of liquidation" within the meaning of Section 332 of the Code and Section 1.332-6 of the United States Treasury Regulations.

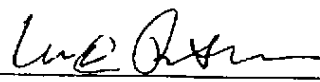
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SECURITY & FINANCE
UNITED STATES DEPARTMENT OF JUSTICE

8. Taking Necessary Further Action; Further Action. Each of Parent and Subsidiary will take, all such reasonable and lawful actions as maybe necessary or appropriate in order to effectuate the Merger and the other transactions completed by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Parent, as Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers, and franchises of Subsidiary and Parent, the officers and directors of Subsidiary and Parent immediately prior to the Effective Time are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

9. Termination of Merger. At any time after filling of the Articles of Merger with the Secretary of State of Florida but prior to the Effective Time, Parent and Subsidiary may terminate the Merger by mutual agreement and the filing of Articles of Termination in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above-named corporations, effective as of the day and year above written.

By: 
Guardian Fire Equipment, Inc.
Name: Lisa C. Petersen
Title: President

By: 
Guardian Fire Equipment International, Inc.
Name: Lisa C. Petersen
Title: President

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FLORIDA


**UNANIMOUS CONSENT OF THE SHAREHOLDERS AND THE BOARD OF DIRECTORS OF
GUARDIAN FIRE EQUIPMENT INTERNATIONAL, INC., (THE "COMPANY")**


The undersigned, being all of the Shareholders and the members of the Board of Directors of Guardian Fire Equipment International, Inc., (the "Company") have determined to be in the best interest of the Company to effectuate a merger with its Parent, Guardian Fire Equipment, Inc., under Section 332 of the Internal Revenue Code and do therefore adopt the following resolutions:

Be it resolved, that the Company hereby agrees to effectuate a merger with its Parent under Section 332 of the Internal Revenue Code of 1986, which merger shall constitute a "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code.")

Be it further resolved, that Lisa C. Petersen, as President of the Company be and hereby is authorized to enter into that certain Agreement and Plan of Merger between the Company and its Parent, Guardian Fire Equipment, Inc., under the terms and conditions of the Agreement attached hereto as Exhibit A.

Be it further resolved, that Lisa C. Petersen, as President of the Company be and hereby is authorized to take any and all actions necessary on behalf of the Company, to effectuate the terms of the Agreement.

By: 
Guardian Fire Equipment, Inc. as
Sole Shareholder of Guardian Fire Equipment
International, Inc., Lisa C. Petersen, as President

By: 
Guardian Fire Equipment International, Lisa C.
Petersen, as Director

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JUDICIAL DISTRICT OF DENVER
DENVER, COLORADO

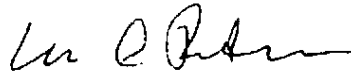
**UNANIMOUS CONSENT OF THE SHAREHOLDERS AND THE BOARD OF DIRECTORS OF
GUARDIAN FIRE EQUIPMENT, INC., (THE "COMPANY")**

THE UNDERSIGNED, being all of the Shareholders and the members of the Board of Directors of Guardian Fire Equipment, Inc., (the "Company") have determined to be in the best interest of the Company to effectuate a merger with its Subsidiary, Guardian Fire Equipment International, Inc., under Section 332 of the Internal Revenue Code and do therefore adopt the following resolutions:

Be it resolved, that the Company hereby agrees to effectuate a merger with its Subsidiary under Section 332 of the Internal Revenue Code of 1986, which merger shall constitute a "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code.")

Be it further resolved, that Lisa C. Petersen, as President of the Company be and hereby is authorized to enter into that certain Agreement and Plan of Merger between the Company and its Subsidiary, Guardian Fire Equipment International, Inc., under the terms and conditions of the Agreement attached hereto as Exhibit A.

Be it further resolved, that Lisa C. Petersen, as President of the Company be and hereby is authorized to take any and all actions necessary on behalf of the Company, to effectuate the terms of the Agreement.



Lisa C. Petersen, Director and Sole Shareholder

Date: September 20, 2019

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TALLAHASSEE, FLORIDA