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**MERGER OR SHARE EXCHANGE**  
**QUALITY COMMUNICATIONS FIRE & SECURITY, INC.**

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| Certificate of Status | 0       |
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| Page Count            | 08      |
| Estimated Charge      | \$70.00 |

*Merger*

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**ARTICLES OF MERGER  
OF  
QUALITY COMMUNICATIONS OF FLORIDA, INC.  
INTO  
QUALITY COMMUNICATIONS FIRE & SECURITY, INC.**

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Articles of Merger between **QUALITY COMMUNICATIONS FIRE & SECURITY, INC.**, a Florida corporation ("QCFS") which is the surviving corporation, and **QUALITY COMMUNICATIONS OF FLORIDA, INC.**, a Florida corporation ("QCF") which is the merging corporation.

Pursuant to Section 607.1105, of the Florida Business Corporation Act (the "Act"), QCFS and QCF adopt the following Articles of Merger:

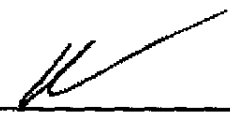
1. The Plan and Agreement of Merger dated June 26<sup>th</sup>, 2003 (the "Plan of Merger") between QCFS and QCF was approved and adopted by the unanimous consent of the Shareholder and Director of QCFS on June 26, 2003 and was approved and adopted by the unanimous consent of the Shareholder and Director of QCF on June 26, 2003.
2. Pursuant to the Plan of Merger, all issued outstanding shares of the capital stock of QCF will be acquired by means of a merger of QCF into QCFS with QCFS being the surviving corporation.
3. The Plan of Merger is attached as Exhibit "A" and made a part hereof.
4. Pursuant to the Plan of Merger, the Articles of Incorporation of QCFS are amended as set forth in paragraph 4 of such Plan and Agreement of Merger.
5. Pursuant to Section 607.1105 of the Act, these Articles of Merger shall be effective as of June 30, 2003.

This document was prepared by:  
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(954) 985-8600  
Florida Bar# 240761

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IN WITNESS WHEREOF, the parties have executed these Articles of Merger this  
26<sup>th</sup> day of June, 2003.

Witnesses:

  
\_\_\_\_\_  
*Bernard A. Singer*  
(as to all parties)

QUALITY COMMUNICATIONS FIRE &  
SECURITY, INC., a Florida corporation

By:   
\_\_\_\_\_  
SCOTT D. HOOD, President

QUALITY COMMUNICATIONS OF  
FLORIDA, INC., a Florida corporation

By:   
\_\_\_\_\_  
SCOTT D. HOOD, President

W:\Hood\Articles of Merger

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BERNARD A. SINGER, P.A. → D

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**EXHIBIT "A"**

**PLAN AND AGREEMENT OF MERGER**

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**PLAN AND AGREEMENT OF MERGER**

**THIS AGREEMENT**, made this 26<sup>th</sup> day of June, 2003, by and between **QUALITY COMMUNICATIONS FIRE & SECURITY, INC.**, a Florida corporation, ("QCFS") and **QUALITY COMMUNICATIONS OF FLORIDA, INC.**, a Florida corporation ("QCF").

**RECITALS:**

**WHEREAS**, QCFS is a corporation duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, QCF is a corporation duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, the Boards of Directors of QCFS and QCF deem it desirable and in the respective best interests of QCFS and QCF and their respective shareholders that QCF be merged into QCFS, with QCFS being the surviving corporation; and

**WHEREAS**, the Boards of Directors of QCFS and QCF deem it essential that a definitive Plan and Agreement of Merger be formally adopted and approved.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the constituent corporations to this Agreement do hereby agree to the following terms and conditions of this Plan and Agreement of Merger.

1. **Surviving Corporation.** QCF shall be merged into QCFS and the corporate existence of QCF shall cease and the corporate existence of QCFS shall continue, and QCFS shall become the owner, without other transfer, of all the rights and property of QCF and, likewise, QCFS shall become subject to all the debts and liabilities of QCF in the same manner as if QCFS had itself incurred them.

2. **Principal Office.** The principal office of QCFS is and shall remain located at 3700 Southwest 30<sup>th</sup> Avenue, Fort Lauderdale, Florida 33312.

3. **Objects and Purposes.** The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the surviving corporation

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following the merger are the general business and affairs associated with the operation and maintenance of the surviving corporation.

4. **Articles of Incorporation.** The purposes, the registered agent, the address of the registered office and number of directors of the surviving corporation shall be as appears in the Articles of Incorporation of QCFS as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation of QCFS are hereby incorporated into this Agreement. From and after the effective date of this merger and until further amended, altered or restated as provided by law, the Articles of Incorporation of QCFS separate and apart from this Agreement, shall be and may be separately certified as the Articles of Incorporation of the surviving corporation. The Articles of Incorporation of QCFS, on the effective date, shall be amended as follows:

Article V presently existing shall be deleted and new Article V shall be substituted, which shall read as follows:

"The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is Ten Thousand (10,000) shares of common stock, One (\$1.00) Dollar par value."

5. **By-Laws.** The present By-Laws of QCFS shall remain the By-Laws of the surviving corporation following this merger and shall not be altered, amended nor repealed by reason of such merger.

6. **Names and Addresses of Directors.** The name and address of the person who shall constitute the Board of Directors of QCFS upon the effective date of the merger shall be as follows:

**NAME****ADDRESS**

John W. Hood, Jr.

3700 Southwest 30<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33312

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7. **Conversion of Shares.** The manner and basis of converting and exchanging the shares of QCFS shall be as follows:

a. On the effective date of merger, each share of common stock, one (\$1.00) dollar par value of QCF (the "QCF Stock"), issued and outstanding immediately before the effective date, by virtue of this merger and without any action on the part of the holders of the shares of QCF Stock, shall be converted into and exchanged for one (1) share of common stock, one (\$1.00) dollar par value of QCFS (the "QCFS Stock"). Fractional shares shall be issued to the nearest tenth of a share.

b. Each issued and outstanding share of the QCFS Stock shall continue as one (1) share of common stock, one (\$1.00) dollar par value of the surviving corporation. If the outstanding shares of QCFS Stock at any time between the date of this Agreement and the effective date of the merger shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the QCF Stock is to be converted shall be appropriately and equitably adjusted.

c. As soon as practicable after the effective date of this merger, QCFS shall issue and deliver, in accordance with this Paragraph 7, to the shareholders of QCF, certificates for the number of shares of QCFS Stock to which they shall have become entitled under this Agreement. After the effective date of the merger, the QCF shareholders may surrender their certificate or certificates previously representing QCF Stock to QCFS and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of QCFS Stock into which those shares of QCF Stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of QCF Stock shall be deemed for all corporate purposes to evidence ownership of the respective shares of QCFS Stock into which they shall have been converted.

8. **Effective Date.** The effective date of this Plan of Merger shall be as of June 30, 2003.

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(954) 985-8600  
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9. **Abandonment of Merger.** Anything to the contrary herein notwithstanding, the Board of Directors of either constituent corporation may abandon this Plan of Merger by mutual consent, and thereupon, this Plan and Agreement of Merger shall be void and of no effect.

10. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.

12. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

13. **Construction.** The parties agree and acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement or any amendment or exhibit thereto.

14. **Headings.** The headings of the sections herein are inserted for convenience only and shall not constitute a part hereof.

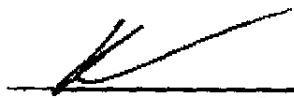
15. **Entire Agreement.** This Agreement, including any documents referred to herein, contains the entire understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.



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IN WITNESS WHEREOF, the undersigned do hereunto set their hands and seals as of the day and year first above written.

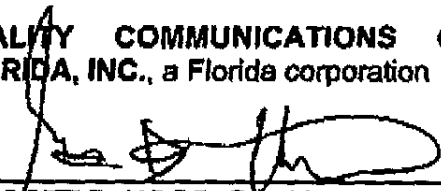
Witnesses:

  
\_\_\_\_\_  
*Barbara R. Young*  
(as to all parties)

QUALITY COMMUNICATIONS FIRE &  
SECURITY, INC., a Florida corporation

By:   
\_\_\_\_\_  
SCOTT D. HOOD, President

QUALITY COMMUNICATIONS OF  
FLORIDA, INC., a Florida corporation

By:   
\_\_\_\_\_  
SCOTT D. HOOD, President

W: Hood/Plan of Merger

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