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(Requestor's Name)

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(City/State/Zip/Phone #)

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PICK-UP

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(Business Entity Name)

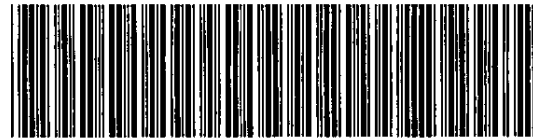
(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE

12/31/2016

Morgan/CC^{x2}

OCT 24 2016

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Metro Fire Protection Services, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Robert A. Burson

Contact Person

Robert A. Burson, P.A.

Firm/Company

P.O. Box 1620

Address

Stuart, FL 34995

City, State and Zip Code

doug@metrofiresprinkler.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert A. Burson

Name of Contact Person

at (772) 286-1616

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75 (2)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

EFFECTIVE DATE
12/31/2016

**ARTICLES OF MERGER
OF FLORIDA CORPORATIONS
INTO
METRO FIRE PROTECTION SERVICES, INC.**

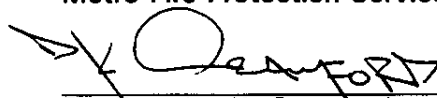
Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

01. *A Plan and Agreement of Reorganization By Merger* was approved by each of the following corporations in the manner prescribed by the Florida Business Corporation Act:

Name of Corporation	Jurisdiction	Document Number	Surviving or Merging
Metro Fire Protection Services, Inc.	Florida	P04000016774	Surviving
Metro Fire Sprinkler Services, Inc.	Florida	P97000039458	Merging

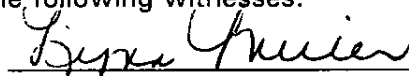
02. The Plan of Agreement of Reorganization By Merger is attached as **Addendum A**.
03. The merger shall become effective as of December 31, 2016.
04. The boards of directors and shareholders of both corporations unanimously approved the Plan on September 30, 2016.

Metro Fire Protection Services, Inc.


By: Douglas K. Crawford
Its President
September 30, 2016

Signed, sealed and delivered by Douglas K. Crawford on behalf of Metro Fire Protection Services, Inc. in the presence of the following witnesses:


Signature of first witness:



Printed name of first witness

Lynn Miller

Signature of second witness:



Printed name of second witness:

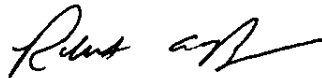
ROBERTA BURSO

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TALLAHASSEE, FLORIDA

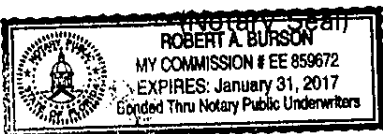
FILED

STATE OF FLORIDA
COUNTY OF MARTIN

Subscribed and acknowledged before me on September 30, 2016 by Douglas K. Crawford, as President, of Metro Fire Protection Services, Inc., on behalf of the corporation and he is personally known to me.

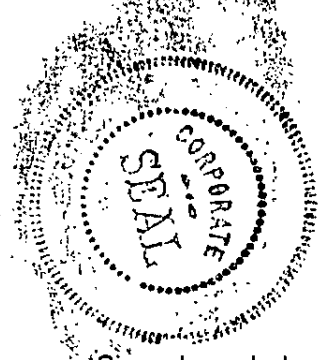


(Signature of Notary Public)

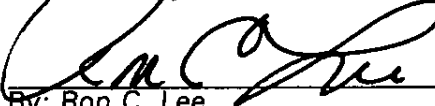


ROBERT A. BURSON

(Print, type, or stamp commissioned name of Notary)



Metro Fire Sprinkler Services, Inc.



By: Ron C. Lee
Its President
September 30, 2016

Signed, sealed and delivered by Ron C. Lee on behalf of Metro Fire Sprinkler Services, Inc. in the presence of the following witnesses:

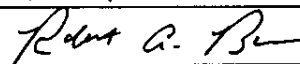
Signature of first witness:



Printed name of first witness

Lynn Miller

Signature of second witness:



Printed name of second witness:

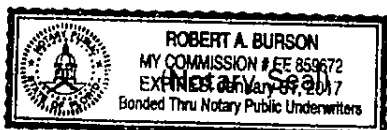
ROBERT A. BURSON

STATE OF FLORIDA
COUNTY OF MARTIN

Subscribed and acknowledged before me on September 30, 2016 by Ron C. Lee, as President, of Metro Fire Sprinkler Services, Inc., on behalf of the corporation and he is personally known to me.



(Signature of Notary Public)



ROBERT A. BURSON

(Print, type, or stamp commissioned name of Notary Public)

PLAN AND AGREEMENT OF REORGANIZATION
by merger of
Metro Fire Protection Services, Inc.
with and into
Metro Fire Sprinkler Services, Inc.
under the name of
Metro Fire Protection Services, Inc.

This is a Plan and Agreement of Merger (Agreement) between:

Metro Fire Sprinkler Services, Inc., a Florida corporation, herein referred to as the "Merging Corporation," and

Metro Fire Protection Services, Inc., a Florida corporation, herein referred to as the "Surviving Corporation."

ARTICLE 1.
PLAN OF MERGER
PLAN ADOPTED

- 1.01. A plan of merger of Metro Fire Protection Services, Inc. and Metro Fire Sprinkler Services, Inc. pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:
- A. Metro Fire Sprinkler Services, Inc. shall be merged with and into Metro Fire Protection Services, Inc., to exist and be governed by the laws of the State of Florida.
 - B. The name of the Surviving Corporation shall be Metro Fire Protection Services, Inc..
 - C. When this agreement shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
 - D. The Surviving Corporation will carry on business with the assets of the merged corporation as well as with the assets of the Surviving Corporation.
 - E. The shareholders of the Merging Corporation will surrender all of their shares in the manner hereinafter set forth.
 - F. In exchange for the shares of the Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.
 - G. The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.
 - H. The Articles of Incorporation of the Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

EFFECTIVE DATE

- 1.02. The effective time and date of the merger (Effective Date) shall be 11:59 pm EST on December 31, 2016.

**ARTICLE 2.
REPRESENTATIONS AND WARRANTIES
OF CONSTITUENT CORPORATIONS**

NONSURVIVOR

- 2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation represents and warrants to the Surviving Corporation as follows:
- A. The Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.
 - B. The Merging Corporation has 1,500 shares of common stock, validly issued and outstanding, fully paid, and non-assessable.
 - C. All required federal, state, and local tax returns of the Merging Corporation have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Corporation has not been delinquent in the payment of any tax or assessment.

SURVIVOR

- 2.02. As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations under this Agreement, the Surviving Corporation represents and warrants to the Merging Corporation as follows:
- A. the Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.
 - B. the Surviving Corporation has 1,500 shares of common stock, validly issued and outstanding, fully paid, and non-assessable.

SECURITIES LAW

- 2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

**ARTICLE 3.
COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE
INTERIM CONDUCT OF BUSINESS; LIMITATIONS**

- 3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, the Merging Corporation, shall not:
- A. Declare or pay any dividend or make any other distribution on its shares.
 - B. Create or issue any indebtedness for borrowed money.
 - C. Enter into any transaction other than those involved in carrying on its ordinary course of business.

SUBMISSION TO SHAREHOLDERS

- 3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida.

ARTICLE 4. CONVERSION OF SHARES

MANNER

- 4.01. The holders of shares of the Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled.

BASIS

The Shareholders of the Merging Corporation shall be entitled to receive 1,500 shares of common stock of the Surviving Corporation, which will, after issuance represent 50% of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of one share of the Surviving Corporation for each 1 share of common stock of the Merging Corporation.

SHARES OF SURVIVOR

- 4.02. The currently outstanding 1,500 shares of common stock of the Surviving Corporation, shall remain outstanding as common stock, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

- 5.01. A. The present Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.
- B. If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.
- C. All persons who as of the Effective Date of the merger shall be executive or administrative officers of the Surviving Corporation shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

- 6.01. The bylaws of the Surviving Corporation existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES

- 7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of both the Surviving Corporation and the Merging Corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

**ARTICLE 8.
TERMINATION**

CIRCUMSTANCES

- 8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations, by the mutual consent of the Board of Directors of the constituent corporation.

NOTICE OF AND LIABILITY ON TERMINATION

- 8.02. If an election is made to terminate this Agreement and abandon the merger, this Agreement shall immediately terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

**ARTICLE 9.
INTERPRETATION AND ENFORCEMENT**

FURTHER ASSURANCES

- 9.01. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to invest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

ENTIRE AGREEMENT; COUNTERPARTS

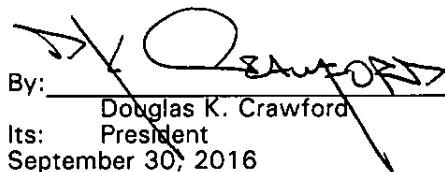
- 9.02. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

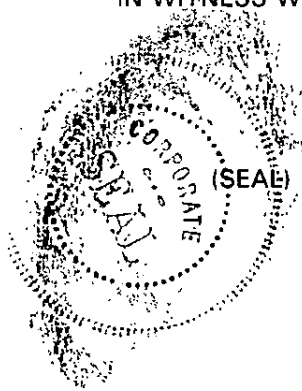
CONTROLLING LAW

- 9.03. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

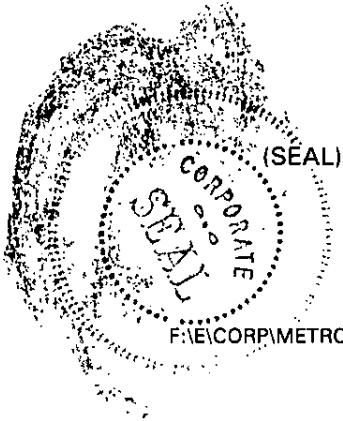
IN WITNESS WHEREOF, this Agreement was executed on the dates set forth below.


Metro Fire Protection Services, Inc., a Florida corporation


By: _____
Douglas K. Crawford
Its: President
September 30, 2016



Metro Fire Sprinkler Services, Inc., a Florida corporation



By: 
Ron C. Lee
Its: President
September 30, 2016

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