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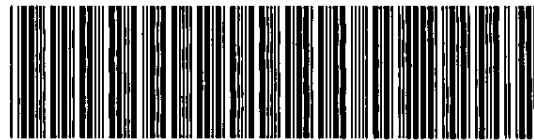
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ATTN: ~~DARLENE~~
Darlene



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 13, 2014

BEN BAUZON
A & R NAPLES, INC.
4541 ST. AUGUSTINE RD, STE. 5
JACKSONVILLE, FL 32207

SUBJECT: A & R NAPLES, INC.
Ref. Number: P11000091244

Please see
corrections
Thank you :)

We have received your document and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

PLEASE PROVIDE EXHIBITS "B" AND "C" AS MENTIONED ON PAGE OF THE PLAN AND AGREEMENT OF MERGER.

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) 245-6050.

Darlene Connell
Regulatory Specialist II

Letter Number: 114A00012811

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: A & R Naples, INC
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ben Bauzon

Contact Person

A & R Naples, INC

Firm/Company

4541 St Augustine Rd Ste 5

Address

Jacksonville, FL. 32207

City/State and Zip Code

Ben. Bauzon @ GMAIL.COM

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

For further information concerning this matter, please call:

BEN BAUZON

Name of Contact Person

At (904) 219-4331

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

Exhibit A

**ARTICLES OF MERGER
OF
COIT Services of Jacksonville, Inc.
INTO
A & R Naples, Inc.**

Pursuant to the *Section 607.1105 of the Florida Statutes*, the undersigned corporations, A & R Naples, Inc., a Florida corporation, and COIT Services of Jacksonville, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging COIT Services of Jacksonville, Inc. into A & R Naples, Inc.

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of COIT Services of Jacksonville, Inc. into A & R Naples, Inc. is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. The Plan of Merger was approved by the board of directors of A & R Naples, Inc. at a regular meeting of the board held on 5/15/14, and the approval of the shareholders of A & R Naples, Inc. is not required to effectuate the Plan of Merger.

Effective Date

3. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of 5/15/14.

By: Sal Cajal
COIT Services of Jacksonville, Inc.
Salvador Cajal, President/Owner

By: Sal Cajal
A & R Naples, Inc.
Salvador Cajal, President and Secretary

By: Ben Bauzon
Ben Bauzon, Vice President and Treasurer

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Jacksonville, Florida 32207

Naples Office
5960 Shirley Street
Naples, Florida 34109

PLAN AND AGREEMENT OF REORGANIZATION

**by merger of
COIT Services of Jacksonville, Inc.
with and into
A & R Naples, Inc.
under the name of**

A & R Naples, Inc. d/b/a COIT Cleaning and Restoration Services

THIS MERGER AGREEMENT ("Agreement") is made on this 15th day of May, 2014 by and between COIT Services of Jacksonville, Inc., 4541 Saint Augustine Road, Suite 5, Jacksonville, Florida 32207, ("COIT Services of Jax"), and A & R Naples, Inc., 4541 Saint Augustine Road, Suite 5, Jacksonville, Florida 32207, ("COIT Cleaning and Restoration Services").

On completion of the merger, COIT Services of Jacksonville, Inc. will be dissolved leaving A & R Naples, Inc. as the surviving business which will be known as A & R Naples, Inc., d/b/a COIT Cleaning and Restoration Services after the merger is complete. The surviving business is and will be registered in the State of Florida.

RECITALS

COIT Services of Jacksonville, Inc. (Dissolving Entity)

COIT Services of Jacksonville, Inc. is a Corporation duly organized, validly existing, and in good standing under the laws of Florida.

A & R Naples, Inc. (Surviving Entity)

A & R Naples, Inc. is a Corporation duly organized, validly existing, and in good standing under the laws of Florida.

A & R Naples, Inc. (Final Entity)

A & R Naples, Inc. is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

ARTICLE I. MERGER

1.01. Surviving Business Entity.

Subject to the terms and conditions of this Agreement, on the effective date mentioned above, COIT Services of Jacksonville, Inc. shall be merged with and into surviving entity under the laws of the State of Florida. As a result of the Merger, the separate corporate existence of COIT Services of Jacksonville, Inc. shall cease and the entity shall continue as the surviving business entity, A & R Naples, Inc. The Surviving Corporation shall succeed, without other transfer, to all the rights and property of COIT Services of Jacksonville, Inc. and shall be subject to all the

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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. The Surviving Corporation will carry on business with the assets of COIT Services of Jacksonville, Inc. as well as with the assets of A & R Naples, Inc.

1.02. Articles and Certificate of Merger.

A & R Naples, Inc. shall file the articles of merger with the Secretary of State, as required by the laws of the State of Florida. The articles shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which A & R Naples, Inc. holds real property (if any). The articles of merger are attached hereto as Exhibit A.

1.03. Effective Date of Merger.

The merger shall be effective on the date of filing of the articles of merger.

1.04. Securities Law

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 II. TERMS AND CONDITIONS

2.01. Negative Covenants.

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not (except in the ordinary course of business and for adequate value) dispose of any of its assets.

2.02. Further Assignments or Assurances.

If at any time COIT Services of Jacksonville, Inc. considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in A & R Naples, Inc. the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of COIT Services of Jacksonville, Inc., as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in A & R Naples, Inc. and otherwise carry out the provisions of this Agreement.

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ARTICLE III. VALUATION OF ASSETS

3.01. Valuation of Assets for Dissolving and Surviving Companies

The valuation of assets for both entities has been disclosed privately to each entity in consideration of this Agreement. The partners or managers of the surviving entity shall have the sole and exclusive control of the business assets, subject to any limitations in the articles and operating agreement of the surviving entity.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

4.01. Representations and Warranties

COIT Services of Jacksonville, Inc. and A & R Naples, Inc., except as specifically noted, each represents and warrants to the other Party with respect to the representing and warranting Party's organization as follows:

a. that COIT Services of Jacksonville, Inc. is incorporated as a profit corporation in the State of Florida, is current in all reporting obligations to the State of Florida, and is in good standing in its state of incorporation; that A & R Naples, Inc. is incorporated as a profit corporation in the District of Columbia, is current in all reporting obligations to the State of Florida, and is in good standing in its state of incorporation;

b. that each Corporation is current in all obligations to file reports or returns; has no pending IRS inquiry about, or challenge to, its exemption status or its reports or returns due to IRS; and has no reason to believe there is any valid basis for such a challenge;

c. that each Corporation has full unconditional and unqualified authority to enter into and sign this Agreement, subject to any legally-required Board of Directors or membership voting as specific conditions to the effectiveness of the Merger;

d. that each Corporation has provided accurate and complete information requested in the course of due diligence legal and financial inquiries including, but not limited to, reports on assets and liabilities and on operating revenues and expenditures; tax and tax exemption filings; governing documents including articles of incorporation, bylaws, policies and procedures including human resources policies; meeting- and trade show-related contracts, contracts with other business partners; license contracts, leases, insurance policies, employee benefit plan documents, and other material contracts; lawsuits, complaints, claims, or other private or governmental legal challenges to policies or programs;

e. that there has been no material change to any of the documents or information

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provided on behalf of each Corporation in the course of due diligence legal and financial inquiries since the documents and information were provided;

f. that there have been no other material changes to the financial or legal condition of each Corporation since the due diligence documents and information were provided;

g. that there are currently no known private claims or lawsuits, including employee claims, claims by members, claims by vendors or service providers, or claims by others, pending or threatened against either Corporation except as fully disclosed in response to the due diligence legal and financial inquiries;

h. that there are currently no known governmental claims, inquiries, or lawsuits pending or threatened against either Corporation, including but not limited to Government of the District of Columbia, the Government of the State of Florida, the U.S. Federal Trade Commission, the U.S. Department of Justice, or the U.S. Federal Election Commission except as fully disclosed in response to the due diligence legal and financial inquiries;

i. that each Corporation has free and clear ownership of all intellectual property in its possession or that it is using including but not limited to trademarks, patents, and copyrights;

j. that there has been no undisclosed inurement to individuals as defined by pertinent Code provisions and IRS regulations;

k. that there have been no undisclosed violations of the Employee Retirement Income and Security Act and pertinent IRS or U.S. Department of Labor regulations;

l. that there have been no undisclosed payments by either Corporation to employees, independent contractors, consultants, directors, officers, or other volunteers or agents except in the normal course of business pursuant to existing compensation arrangements, employment contracts, or other contracts or policies disclosed in the course of due diligence legal and financial inquiries;

m. that there is no undisclosed material conflict of interest on the part of any employee, independent contractor, consultant, director, officer, or other volunteer or agent of either Corporation; and


n. that there are no obligations to employees, independent contractors, consultants, directors, officers, or other volunteers or agents for future payments by, or benefits from, the either Corporation other than as disclosed on behalf of the Corporation in the course of due diligence legal and financial inquiries.

ARTICLE V. THE TRANSACTION

5.01. Deposits.

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Naples, Florida 34109

Within three (3) business days, following the execution of the Agreement by both the dissolving and surviving companies, A & R Naples, Inc. will enter into a promissory note to pay in consideration of this Merger and said conditions to COIT Services of Jacksonville, Inc. the amount of \$170,000.00 as referenced and ~~attached hereto in Exhibit B (Merger Promissory Note)~~. 

5.02. Closing.

The closing of the Agreement and Merger will take place at offices of Daniel Law on May 15th, 2014 or as soon as reasonably practicable after the satisfaction or waiver of all of the conditions to the obligations of the parties to consummate the transactions contemplated hereby as set forth herein, subject to an extension by the Surviving corporation, upon written notice given no later than thirty (30) days, for a period not to exceed (1) one calendar year.

ARTICLE VI. MANAGEMENT OF SURVIVING ENTITY


6.01. Management and Control.

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

6.02. Directors and Officers.

The initial Board of Directors of the Surviving Entity will consist of two (2) Directors. Disappearing entity shall be entitled to nominate 1 member to the Board of Directors of the surviving entity.

6.03. Bylaws of Surviving Corporation.

The bylaws of A & R Naples, Inc., as 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 ~~and is attached hereto in Exhibit C~~. 

6.04. Attachments.

The Attachments (i.e. exhibits) to this Agreement are integral to its terms and conditions, and each Attachment is made a part of this Agreement. If any provision or feature of any document related to the merger of COIT Services of Jacksonville, Inc. and A & R Naples, Inc. is inconsistent with, in conflict with, or different from a term or condition of this Agreement or its Attachments, the term or condition of this Agreement and its Attachments will prevail.

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ARTICLE VII. INTERPRETATION AND ENFORCEMENT

7.01. Notices.

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

7.02. Counterpart Executions.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.03. Partial Invalidity.

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

7.04. Applicable Law.

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

7.05. Approvals.

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

7.06. Modifications.

This Agreement reflects the entire understandings, commitments, rights, and obligations of the Parties with respect to the subject matter of the Agreement; it may not be modified orally, but only by a written amendment signed by all Parties.

7.07. Counterparts.

This Agreement may be signed in counterparts.

7.08. Termination.

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This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors and members of both, COIT Services of Jacksonville, Inc. and A & R Naples, Inc., respectively.

7.09. Arbitration.

Any dispute arising under, or related in any way to, this Agreement which cannot be resolved between the Parties will be subject to binding arbitration in which COIT Services of Jacksonville, Inc. and A & R Naples, Inc. will each appoint one nominator and the nominators will select the arbitrator, who will be instructed to resolve the dispute in the fastest, most efficient, most confidential way possible, with no discovery or the most minimal discovery, with the arbitrator establishing all procedures and assessing costs, including potentially attorneys' fees for the nonprevailing Party, and with the arbitrator's award to be final and not subject to appeal to any body.

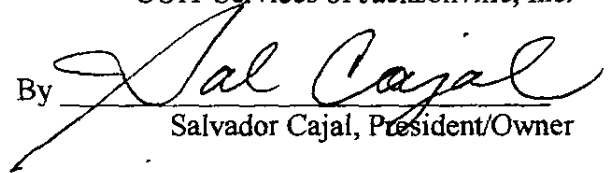
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IN WITNESS WHEREOF, this Agreement was executed on May 15, 2014.

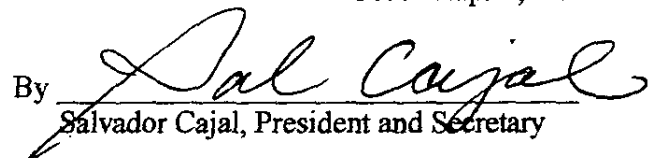
COIT Services of Jacksonville, Inc.

By

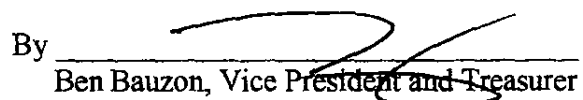

Salvador Cajal, President/Owner

A & R Naples, Inc.

By


Salvador Cajal, President and Secretary

By


Ben Bauzon, Vice President and Treasurer