

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE
STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SYNERGX SYSTEMS LLC", A DELAWARE LIMITED LIABILITY COMPANY,
"FIRECOM WEST LLC", A DELAWARE LIMITED LIABILITY COMPANY,
WITH AND INTO "FIRE SERVICE LLC" UNDER THE NAME OF "FIRE
SERVICE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF NEW YORK, AS RECEIVED AND FILED
IN THIS OFFICE ON THE TWENTIETH DAY OF JUNE, A.D. 2025, AT 8:36
O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JULY,
A.D. 2025.



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

3079965 8100M
SR# 20253127677

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204026968
Date: 06-24-25

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Limited Liability Company is Fire Service LLC, a Foreign Limited Liability Company.

Second: The jurisdiction in which this Limited Liability Company was formed is New York

Third: The names of the Limited Liability Companies being merged into the Limited Liability Company are Firecom West LLC, a Delaware Limited Liability Company and Synergx Systems LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Limited Liability Company is Fire Service LLC

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign limited Liability Company and the address thereof is 39-27 59th Street, Woodside, NY 11377.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Limited Liability Company agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is Fire Service LLC 39-27 59th Street, Woodside, NY 11377.

Ninth: The merger is to become effective on July 1, 2025.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate to be signed by it's authorized person, this ____ 18th ____ day of ____ June ____ , 2025.

By: Joseph Oliveri
Name: Joseph Oliveri
Chief Executive Officer and President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and Multiplex Electrical Services, Inc., a New York corporation (the “Terminating Company”).

RECITALS

WHEREAS, the sole stockholder of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, the New York Business Corporation Law (“NYBCL”), and the New York Limited Liability Company Law (“NYLLCL”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its certificate of incorporation in the office of the Secretary of State of the State of New York on April 28, 1977;

WHEREAS, the Surviving Company has issued and outstanding 100 membership units;

WHEREAS, the Terminating Company has issued and outstanding 100 shares of a single class of common stock;

WHEREAS, in connection with the Merger, the name of the Surviving Company shall be changed to Firecom, LLC; and

WHEREAS, the sole stockholder and the board of directors of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 9, Section 904 of the NYBCL and Article 10, Section 1003 of the NYLLCL. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately after the merger of Firecom, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

(a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of

the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

Joseph Oliveri

Joseph Oliveri (Jun 18, 2025 11:33 EDT)

By: _____
Title: Chief Executive Officer and President

MULTIPLEX ELECTRICAL SERVICES, INC.

Joseph Oliveri

Joseph Oliveri (Jun 18, 2025 11:33 EDT)

By: _____
Title: Chief Executive Officer and President

15. Agreement and Plan of Merger - Multiplex Electrical Services, Inc. into Fire Service LLC

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0xdxMrxWgcDyWtmP0IK_oin-INNdPWfv

"15. Agreement and Plan of Merger - Multiplex Electrical Services, Inc. into Fire Service LLC" History

-  Document created by Sean Devlin (sdevlin@pavion.com)
2025-06-18 - 2:40:21 PM GMT
-  Document emailed to Joseph Oliveri (joliveri@pavion.com) for signature
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-  Email viewed by Joseph Oliveri (joliveri@pavion.com)
2025-06-18 - 3:33:11 PM GMT
-  Document e-signed by Joseph Oliveri (joliveri@pavion.com)
Signature Date: 2025-06-18 - 3:33:24 PM GMT - Time Source: server
-  Agreement completed.
2025-06-18 - 3:33:24 PM GMT

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and Firecom, Inc., a New York corporation (the “Terminating Company”).

RECITALS

WHEREAS, the sole stockholder of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, the New York Business Corporation Law (“NYBCL”), and the New York Limited Liability Company Law (“NYLLCL”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its certificate of incorporation in the office of the Secretary of State of the State of New York on March 16, 1978;

WHEREAS, the Surviving Company has issued and outstanding 100 membership units;

WHEREAS, the Terminating Company has issued and outstanding 30,000,000 shares of a single class of common stock; and

WHEREAS, the sole stockholder and the board of directors of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 9, Section 904 of the NYBCL and Article 10, Section 1003 of the NYLLCL. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately after the mergers of (a) FRCM Case-Acme LLC, a New York limited liability company, (b) Firecom West LLC, a Delaware limited liability company, (c) FT Clearing LLC, a New York limited liability company and (d) Synergx Systems LLC, a Delaware limited liability company, into the Surviving Company. The Merger will occur immediately prior to the merger of Multiplex Electrical Services, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

(a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of

the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 11:34 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

FIRECOM, INC.

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 11:34 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

12. Agreement and Plan of Merger - Firecom, Inc. into Fire Service LLC

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcBYDR2k_GKq6sNyBcZD-dsN3akNGq7bn

"12. Agreement and Plan of Merger - Firecom, Inc. into Fire Service LLC" History

-  Document created by Sean Devlin (sdevlin@pavion.com)
2025-06-18 - 2:37:04 PM GMT
-  Document emailed to Joseph Oliveri (joliveri@pavion.com) for signature
2025-06-18 - 2:37:08 PM GMT
-  Email viewed by Joseph Oliveri (joliveri@pavion.com)
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-  Document e-signed by Joseph Oliveri (joliveri@pavion.com)
Signature Date: 2025-06-18 - 3:34:07 PM GMT - Time Source: server
-  Agreement completed.
2025-06-18 - 3:34:07 PM GMT

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and Synergx Systems LLC, a Delaware limited liability company (the “Terminating Company”).

RECITALS

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, the New York Limited Liability Company Law (“NYLLCL”) and the Delaware Limited Liability Company Act (“DLLCA”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its certificate of incorporation in the office of the Secretary of State of the State of Delaware on October 21, 1988 under the name Firetector Inc., and converted to a limited liability company on June 27, 2022; and

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 10, Section 1003 of the NYLLCL (the “New York Certificate”) and a Certificate of Merger (the “Delaware Certificate” and, together with the New York Certificate, each, a “Certificate” and together, the “Certificates”) with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately prior to the merger of Firecom, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

(a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

Joseph Oliveri

Joseph Oliveri (Jun 18, 2025 11:34 EDT)

By: _____
Title: Chief Executive Officer and President

SYNERGX SYSTEMS LLC

Joseph Oliveri

Joseph Oliveri (Jun 18, 2025 11:34 EDT)

By: _____
Name: Joseph Oliveri
Title: Chief Executive Officer and President

10. Agreement and Plan of Merger - Synergx Systems LLC into Fire Service LLC.docx

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA0IfN2KsSAT21KNVi3vKF7Zwcmze_ul7

"10. Agreement and Plan of Merger - Synergx Systems LLC into Fire Service LLC.docx" History

-  Document created by Sean Devlin (sdevlin@pavion.com)
2025-06-18 - 2:35:11 PM GMT
-  Document emailed to Joseph Oliveri (joliveri@pavion.com) for signature
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-  Email viewed by Joseph Oliveri (joliveri@pavion.com)
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-  Document e-signed by Joseph Oliveri (joliveri@pavion.com)
Signature Date: 2025-06-18 - 3:34:49 PM GMT - Time Source: server
-  Agreement completed.
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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and FT Clearing LLC, a New York limited liability company (the “Terminating Company”).

RECITALS

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, and the New York Limited Liability Company Law (“NYLLCL”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 6 LLC; and

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 10, Section 1003 of the NYLLCL. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately prior to the merger of Firecom, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

(a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

Joseph Oliveri

By: Joseph Oliveri (Jun 18, 2025 11:36 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

FT CLEARING LLC

Joseph Oliveri

By: Joseph Oliveri (Jun 18, 2025 11:36 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

08. Agreement and Plan of Merger - FT Clearing LLC into Fire Service LLC.docx

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoNGiinelKLpkyTswGqHwm9vSyfmERtp_

"08. Agreement and Plan of Merger - FT Clearing LLC into Fire Service LLC.docx" History

-  Document created by Sean Devlin (sdevlin@pavion.com)
2025-06-18 - 2:33:25 PM GMT
-  Document emailed to Joseph Oliveri (joliveri@pavion.com) for signature
2025-06-18 - 2:33:29 PM GMT
-  Email viewed by Joseph Oliveri (joliveri@pavion.com)
2025-06-18 - 3:35:42 PM GMT
-  Document e-signed by Joseph Oliveri (joliveri@pavion.com)
Signature Date: 2025-06-18 - 3:36:00 PM GMT - Time Source: server
-  Agreement completed.
2025-06-18 - 3:36:00 PM GMT

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and Firecom West LLC, a Delaware limited liability company (the “Terminating Company”).

RECITALS

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, the New York Limited Liability Company Law (“NYLLCL”) and the Delaware Limited Liability Company Act (“DLLCA”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its certificate of incorporation in the office of the Secretary of State of the State of Delaware on August 6, 1999, under the name Firecom West, Inc., and subsequently converted to a limited liability company on June 27, 2022; and

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 10, Section 1003 of the NYLLCL (the “New York Certificate”) and a Certificate of Merger (the “Delaware Certificate” and, together with the New York Certificate, each, a “Certificate” and together, the “Certificates”) with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately prior to the merger of Firecom, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

- (a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 10:29 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

FIRECOM WEST LLC

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 10:29 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

04. Agreement and Plan of Merger - Firecom West LLC into Fire Service LLC

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiCVYPMrmNcjw6U6i4T80JZFwJnnMpQ8Y

"04. Agreement and Plan of Merger - Firecom West LLC into Fire Service LLC" History

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 1, 2025 (this “Agreement”), is by and between Fire Service LLC, a New York limited liability company (the “Surviving Company”), and FRCM Case-Acme LLC, a New York limited liability company (the “Terminating Company”).

RECITALS

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have determined that it is advisable and in the best interests of each company that the Terminating Company merge with and into the Surviving Company (the “Merger”) on the terms, and subject to the conditions, of this Agreement, and the New York Limited Liability Company Law (“NYLLCL”);

WHEREAS, the Surviving Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 4 LLC, and the Terminating Company filed its articles of organization in the office of the Secretary of State of the State of New York on June 21, 2022, under the name Firecom NY Merger Sub 3 LLC; and

WHEREAS, the sole member and manager of the Terminating Company and the sole member and manager of the Surviving Company have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger.

NOW, THEREFORE, on the terms, and subject to the conditions, of this Agreement, the Terminating Company and the Surviving Company agree as follows:

ARTICLE 1 THE MERGER

1.1. EFFECTIVE TIME. The Merger will be consummated by the Surviving Company filing a Certificate of Merger with the Secretary of State of the State of New York in accordance with Article 10, Section 1003 of the NYLLCL. The Merger will be effective as of July 1, 2025 (the “Effective Time”). The Merger will occur immediately prior to the merger of Firecom, Inc., a New York corporation, into the Surviving Company.

1.2. MERGER.

(a) At the Effective Time:

(i) the Terminating Company will merge with and into the Surviving Company and the Surviving Company will be the surviving company in the Merger; and

(i) the separate existence of the Terminating Company will cease, and the Surviving Company will succeed, without any other transfer, to all of the rights and properties of the Terminating Company, and will be subject to all of the debts and liabilities of the Terminating Company.

(b) Upon and after the Effective Time, the Surviving Company will carry on its business with the assets of the Terminating Company.

1.3. EFFECT ON EQUITY INTERESTS. By virtue of the Merger, the issued and outstanding equity interests of the Terminating Company will be cancelled and retired without consideration and cease to exist.

1.4. ORGANIZATIONAL DOCUMENTS. The articles of organization and operating agreement of the Surviving Company in effect at the Effective Time will be the articles of organization and operating agreement of the Surviving Company until changed or amended as provided therein or by applicable law. The directors and officers of the Surviving Company in effect at the Effective Time will remain as the directors and officers of the Surviving Company.

ARTICLE 2 MISCELLANEOUS

2.1. ENTIRE AGREEMENT; ASSIGNMENT. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party.

2.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

2.3. PARTIES IN INTEREST. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

2.4. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date set forth above.

FIRE SERVICE LLC

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 18:27 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

FRCM CASE-ACME LLC

By: Joseph Oliveri
Joseph Oliveri (Jun 18, 2025 18:27 EDT)
Name: Joseph Oliveri
Title: Chief Executive Officer and President

01. Agreement and Plan of Merger - FRCM Case-Acme LLC into Fire Service LLC

Final Audit Report

2025-06-18

Created:	2025-06-18
By:	Sean Devlin (sdevlin@pavion.com)
Status:	Signed
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