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

ACCOUNT NO. : I20000000195
REFERENCE : 437454 4301184
AUTHORIZATION : *Lyndell E. Man*
COST LIMIT : \$ 50.00

ORDER DATE : December 23, 2016
ORDER TIME : 9:07 AM
ORDER NO. : 437454-005
CUSTOMER NO: 4301184

ARTICLES OF MERGER

ROGERS HOLSTER CO., LLC

INTO

HOLSTEROPS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

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Articles of Merger

for

2016 DEC 27 A 10:15

Rogers Holster Co., LLC

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

and

HolsterOps, LLC

The following Articles of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Rogers Holster Co., LLC	Florida	Limited Liability Company
HolsterOps, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Rogers Holster Co., LLC	Florida	Limited Liability Company

THIRD: The merger was approved by each of Rogers Holster Co., LLC and HolsterOps, LLC in accordance with ss. 605.1021-605.1026 and by each member of each such limited liability company who as a result of the merger will have interest holder liability under s. 605.1023(1)(b).

FOURTH: Rogers Holster Co., LLC exists before the merger and is a domestic filing entity and no amendment to its public organic record was approved as part of the plan of merger.

FIFTH: Rogers Holster Co., LLC agrees to pay any members of Rogers Holster Co., LLC or HolsterOps, LLC with appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, Florida Statutes.

SIXTH: These Articles of Merger shall become effective at 11:59 pm Eastern Standard Time on December 30, 2016.

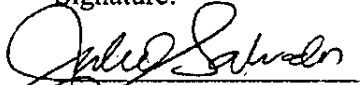
SEVENTH: Signatures for each party:

Name of Entity:

Signature:

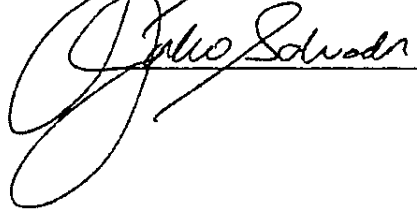
Type or Printed Name of Individual:

Rogers Holster Co., LLC

A handwritten signature in black ink, appearing to read "Julio Salvador", written over a horizontal line.

Julio Salvador, Authorized Person

HolsterOps, LLC

A handwritten signature in black ink, appearing to read "Julio Salvador", written over a horizontal line.

Julio Salvador, Authorized Person

AGREEMENT AND PLAN OF MERGER.

AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of December 20, 2016, by and between Rogers Holster Co., LLC, a Florida limited liability company ("RHC"), and HolsterOps, LLC, a Florida limited liability company ("HolsterOps").

WITNESSETH:

WHEREAS, RHC is the sole member of HolsterOps;

WHEREAS, the board of managers of each of RHC and HolsterOps deemed it advisable and in the best interests of RHC and HolsterOps, respectively, and their respective members to merge HolsterOps with and into RHC pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the board of managers of each of RHC and HolsterOps and the sole member of each of RHC and HolsterOps have approved this Merger Agreement and the Merger (as defined below) pursuant to the terms and conditions herein set forth; and

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger shall qualify, to the extent possible, as a tax-free reorganization described in Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

ARTICLE 1: Merger. At the Effective Time (as defined below), HolsterOps shall be merged with and into RHC (the "Merger") and RHC shall be the entity surviving the Merger (hereinafter referred to as the "Surviving Party"). The Merger shall be effective as of 11:59 pm Eastern Standard Time on December 30, 2016 (the "Effective Time").

ARTICLE 2: Name of Surviving Party. The name of the Surviving Party shall be: Rogers Holster Co., LLC.

ARTICLE 3: Managers, Officers and Governing Documents. The managers of the Surviving Party from and after the Effective Time shall be the managers of RHC immediately prior to the Effective Time. The officers of the Surviving Party immediately after the Effective Time shall be the officers of RHC immediately prior to the Effective Time. These managers and officers shall hold office in accordance with the articles of organization and limited liability company operating agreement of the Surviving Party. Each of the articles of organization and the limited liability company operating agreement of RHC as in force and effect at the Effective Time of the Merger will be the articles of organization and the limited liability company operating agreement, respectively, of the Surviving Party and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Florida.

ARTICLE 4: Effect of Merger on Membership Interests of RHC and HolsterOps. At the Effective Time, each membership interest of RHC outstanding immediately prior to the Effective Time shall remain unchanged. At the Effective Time, by virtue of the Merger and without any action on the part of the sole member thereof, the membership interests of HolsterOps outstanding immediately prior to the Effective Time shall be extinguished and cancelled, without the payment of consideration therefor.

ARTICLE 5: Effect of the Merger. The Merger shall have the effect set forth in the Florida Revised Limited Liability Company Act (the "Act"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of HolsterOps shall be vested in the Surviving Party, and all debts, liabilities and duties of HolsterOps shall become the debts, liabilities and duties of the Surviving Party.

ARTICLE 6: Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1) of the Code. Each party hereto shall use its commercially reasonable efforts to cause the Merger to be so qualified, shall report the transactions contemplated by this Agreement in a manner consistent with such reorganization treatment and will not take any position inconsistent therewith in any tax return, refund claim, litigation or otherwise unless require to do so by law.

ARTICLE 7: Approval. This Merger Agreement and the Merger provided for herein, have been approved by the board of managers of RHC and HolsterOps in the manner prescribed by the provisions of the Act and have been submitted for approval to, and approved by, the sole member of each of RHC and HolsterOps in the manner prescribed by the provisions of the Act.

ARTICLE 8: Further Assurances; Authorization. From time to time, as and when required by the Surviving Party or by its successors and assigns, there shall be executed and delivered on behalf of HolsterOps such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Party all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm in the Surviving Party the title to and possession of all property; interests, assets, liabilities, rights, privileges, immunities, powers and authority of HolsterOps, and otherwise to carry out the purposes of this Merger Agreement. The officers and managers of the Surviving Party are fully authorized, on behalf of the Surviving Party or HolsterOps, to take any and all such actions and to execute and deliver any and all such deeds, documents and other instruments.

ARTICLE 9: Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

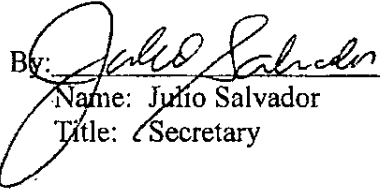
ARTICLE 10: Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this

Merger Agreement by telecopy, facsimile, .pdf or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Merger Agreement.

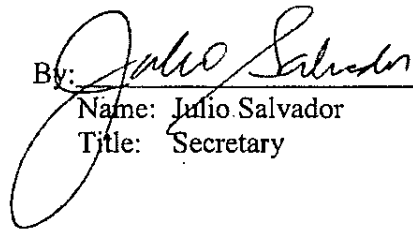
[-signature page follows-]

IN WITNESS WHEREOF, the undersigned have executed this Merger Agreement as of the date first above written.

ROGERS HOLSTER CO., LLC

By: 
Name: Julio Salvador
Title: Secretary

HOLSTEROPS, LLC

By: 
Name: Julio Salvador
Title: Secretary