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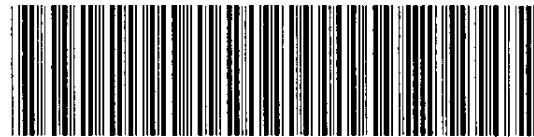
(Business Entity Name)

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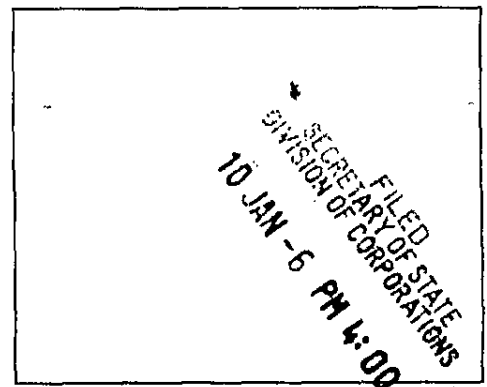
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B. KOHR

JAN - 6 2010

EXAMINER

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DRIVE
TALLAHASSEE, FL 32301
PHONE (850)656-6446



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ENTITY NAME:

KOBRA MOLDS, LLC

CK# 4329

AMOUNT \$50.00

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

☐ CERTIFIED COPY

☒ STAMPED COPY

☐ CERTIFICATE OF STATUS

Examiner's Initials

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 JAN -6 PM 4:08

CERTIFICATE OF MERGER

OF

KOBRA USA LLC

AND

KOBRA MOLDS LLC

To the Secretary of State
State of Florida

Pursuant to the provisions of the State of Florida Limited Liability Act, the business entities hereinafter named do hereby adopt the following certificate of merger:

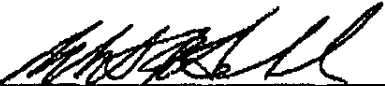
FIRST: Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging Kobra USA LLC, a limited liability company of the State of Wisconsin (the "Non-Surviving LLC"), with and into Kobra Molds LLC, a limited liability company of the State of Florida (the "Surviving LLC"), as approved by the sole member of both parties to the Plan and Agreement of Merger.

SECOND: The Plan and Agreement of Merger was approved by the sole member of the Surviving LLC in accordance with Section 608.4381 of the Florida Limited Liability Act and by the sole member of the Non-Surviving LLC in accordance with Section 183.1202 of Wisconsin Statutes.

THIRD: The Surviving LLC will continue its existence as the surviving limited liability company under its present name pursuant to the provisions of the State of Florida Limited Liability Company Act.

Executed on this 5th day of January, 2010.

KOBRA USA LLC

By: 
Robert J. Huebsch, President, Manager

KOBRA MOLDS LLC

By: 
Robert J. Huebsch, President, Manager

Doc# 31439851

PLAN AND AGREEMENT OF MERGER

OF

KOBRA USA LLC
(a Wisconsin limited liability company)

and

KOBRA MOLDS LLC
(a Florida limited liability company)

THIS PLAN AND AGREEMENT OF MERGER, dated as of January 1, 2010 (the "Agreement"), governs the merger of Kobra USA LLC a Wisconsin limited liability company ("Kobra USA") and Kobra Molds LLC, a Florida limited liability company ("Kobra Molds"). Kobra USA and Kobra Molds are sometimes referred to herein as the "Constituent Companies".

RECITALS

A. Kobra USA is a limited liability company duly organized and existing under the laws of the State of Wisconsin, whose sole member is Kobra USA Holdings, Inc., a Delaware corporation.

B. Kobra Molds is a limited liability company duly organized and existing under the laws of the State of Florida, whose sole member is Kobra USA Holdings, Inc., a Delaware corporation.

C. The respective Boards of Directors and the sole member of the Constituent Companies have determined that it is advisable and in the best interests of the Constituent Companies and their sole member that Kobra USA merge with and into Kobra Molds.

D. Section 608.438 of the Florida Limited Liability Act and Wisconsin Statutes, Section 183.1201 permit the merger of Kobra USA with and into Kobra Molds, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Companies hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE 1: MERGER

1.1 **MERGER**. In accordance with the provisions of this Agreement, Kobra USA shall be merged with and into Kobra Molds (the "Merger"), the separate existence of Kobra USA shall cease and Kobra Molds shall survive the Merger and shall continue to be governed by the

laws of the State of Florida. Kobra Molds shall be, and is herein sometimes referred to as, the "Surviving Company". The name of the Surviving Company shall be Kobra Molds LLC.

1.2 FILING AND EFFECTIVENESS. The Merger shall become effective (the "Effective Date") when the following actions shall have been completed:

(a) This Agreement shall have been adopted and approved by the Boards of Directors and the sole member of the Constituent Companies in accordance with the requirements of the laws of the State of Florida and the State of Wisconsin.

(b) A Certificate of Merger meeting the requirements of Section 608.4382 of the Florida Limited Liability Company Act shall have been filed with the Florida Secretary of State and Articles of Merger meeting the requirements of Wisconsin Statutes, Section 183.1203 shall have been filed with the Wisconsin Department of Financial Institutions.

1.3 EFFECT OF THE MERGER. On the Effective Date, the separate existence of Kobra USA shall cease and Kobra Molds, as the Surviving Company, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date, (ii) shall assume, accept, adopt, ratify and confirm, as if taken by the Surviving Company, and thereby shall become subject to, all actions previously taken by its and Kobra USA's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Kobra USA in the manner more fully set forth in the applicable provisions of Florida and Wisconsin law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Kobra Molds as constituted immediately prior to the Effective Date, and (v) shall succeed, without any other transfer, to all of the debts, liabilities and obligations of Kobra USA in the same manner as if Kobra Molds had itself incurred them, all as more fully provided under the applicable provisions of the laws of Florida and Wisconsin.

ARTICLE 2: CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 ARTICLES OF ORGANIZATION. The Articles of Organization of Kobra Molds as in effect immediately prior to the Effective Date shall continue in full force and effect as the Articles of Organization of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.2 LIMITED LIABILITY COMPANY AGREEMENT. The Limited Liability Company Agreement of Kobra Molds as in effect immediately prior to the Effective Date shall continue in full force and effect as the Limited Liability Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.3 DIRECTORS AND OFFICERS. The directors and officers of Kobra Molds as in effect immediately prior to the Effective Date shall continue serving as the directors and officers of the Surviving Company until their successors shall have been duly qualified and elected in accordance with the provisions of the Limited Liability Company Agreement of Kobra Molds and applicable law.

ARTICLE 3: MEMBERSHIP INTEREST

3.1 MEMBERSHIP INTEREST AS OF THE EFFECTIVE DATE. On the Effective Date the entire membership interest in the Surviving Company shall continue to be held by Kobra USA Holdings, Inc. and the membership interest in Kobra USA shall be extinguished.

ARTICLE 4: GENERAL

4.1 ABANDONMENT. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Constituent Company, or both, notwithstanding the approval of this Agreement by the sole member of the Constituent Companies.

4.2 AMENDMENT. At any time before the Effective Date, this Agreement may be amended by the Board of Directors and member of the Constituent Companies.

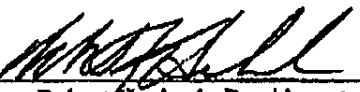
4.3 GOVERNING LAW. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and the State of Wisconsin.

4.4 FURTHER ASSURANCES. From time to time, as and when required by Kobra Molds or by its successors or assigns, there shall be executed and delivered on behalf of Kobra USA such deeds and other instruments, and there shall be taken or caused to be taken by the Constituent Companies, such further actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Kobra Molds the title to and possession of all the property, interest, assets, rights, privileged, immunities, powers, franchises and authority of Kobra USA and otherwise to carry out the purpose of this Agreement, and the officers and directors of Kobra Molds or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

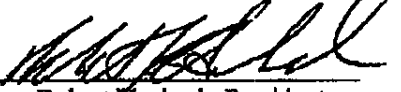
4.5 TAX EFFECT. The Merger shall constitute a reorganization as described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended from time to time.

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

KOBRA USA LLC

By: 
Robert Huebsch, President, Manager

KOBRA MOLDS LLC

By: 
Robert Huebsch, President, Manager