

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L19000018337
FILED 8:00 AM
January 16, 2019
Sec. Of State
tburch

Article I

The name of the Limited Liability Company is:

PASSPORT SPORTS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

772 WASHBURN ROAD
SUITE B
MELBOURNE, FL. 32934

The mailing address of the Limited Liability Company is:

772 WASHBURN ROAD
SUITE B
MELBOURNE, FL. 32934

Article III

The name and Florida street address of the registered agent is:

MARK S LILES
772 WASHBURN ROAD
SUITE B
MELBOURNE, FL. 32934

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARK LILES

Article IV

The effective date for this Limited Liability Company shall be:

01/15/2019

Signature of member or an authorized representative

Electronic Signature: MARK LILES

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L 19000018337

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **DAVID B. and GINA MARIE WATKINS** and "Passport Sports, Inc. ", with its principal place of business at 3545 N. Courtenay Pkwy., Suite 166, Merritt Island, Florida 32953, party of the first part, for and in consideration of the sum of Seventy thousand two hundred twenty-seven dollars and no cents (\$70,227.00) lawful money of the United States, to it paid by **MARK S. LILES**, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said, **MARK S. LILES**, the following goods and chattels.

SEE EXHIBITS "A" and "B"

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And the party of the first part does covenant to and with the party of the second part that it is the lawful owner of the goods and chattels; that they are free from all encumbrances; that it has good right to sell the same as aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the party of the second part, against the lawful claims and demands of all persons whomsoever.

As a part of the sale of this business, the party of the first part, **DAVID B. and GINA MARIE WATKINS**, hereby covenant and agree that they will not compete with the party of the second part, **MARK S. LILES**, in a wholesale gun holster business either as sole proprietor, or as owner, officer, director or employee of a corporation, partner in a partnership or in any other capacity in a business in competition with the business sold hereunder to **MARK S. LILES** for a period of five(5) years within a radius of twenty-five (25) miles in any direction from the present business location, which covenant may be assigned by purchaser in the event of a subsequent sale of the business. Party of the first part **DAVID B. and GINA MARIE WATKINS**, further agree that in the event of a violation of this covenant not to compete, that the party of the second part, **MARK S. LILES**, shall have the right to seek injunctive relief to enforce this covenant and to recover all damages suffered by him as a result of a breach of the covenant, as well as to recover attorney's fees and costs.

The party of the first part hereby assigns and conveys to the party of the second part, all the goodwill of the business and irrevocably assigns the trade name now used by the business, "Passport Sports, Inc.", to said **MARK S. LILES**, and shall not claim any further interest therein, and covenants not to use said name in any business which they may operate in the future or in which they may become involved in the future in Brevard County, Florida. Party of the first part shall sign

any and all documents which become necessary in the future to entitle party of the second part to use the name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 11th day of January, 2019, in Merritt Island, Brevard County, Florida.

Signed, Sealed and delivered in the presence of:

WITNESS

Linda J. Cook

Passport Sports, Inc., President

David B. Watkins
DAVID B. WATKINS, Owner

WITNESS

Linda J. Cook

Passport Sports, Inc., Vice President

Gina Marie Watkins
GINA MARIE WATKINS, Owner

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 11th day of Jan, 2019 by DAVID B. WATKINS. He is personally known to me or has produced FL Dr. License as identification.

Stacey Burnworth
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF BREVARD



STACEY BURNWORTH
Commission # GG 233450
Expires October 28, 2022
Bonded thru Budget Notary Services

The foregoing instrument was acknowledged before me this 11 day of Jan, 2019 by GINA MARIE WATKINS. She is personally known to me or has produced FL Dr. License as identification.

Stacey Burnworth
Notary Public, State of Florida



STACEY BURNWORTH
Commission # GG 233450
Expires October 28, 2022
Bonded thru Budget Notary Services