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FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 15, 2021

TARA MILLET
70393 BRAVO STREET
COVINGTON, LA 70433

SUBJECT: JACK B. HARPER FLORIDA, INC.
Ref. Number: P09000023516

We have received your document for JACK B. HARPER FLORIDA, INC. and your check(s) totaling \$90.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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.

Yasemin Y Sulker
Regulatory Specialist III

Letter Number: 521A00003363

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Jack B. Harper Contractor, L.L.C.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Tara Millet

Contact Person

Jack B. Harper Contractor, L.L.C.

Firm/Company

70393 Bravo Street

Address

Covington, LA 70433

City, State and Zip Code

tara@gulfsp.com

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

For further information concerning this matter, please call:

Tara Millet at (985) 276-8019

Name of Contact Person

Area Code

Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) 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>
Jack B. Harper Florida, Inc.	Florida	Corporation

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>
Jack B. Harper Contractor, L.L.C.	Louisiana	Limited Liability Company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.

This entity is created by the merger and is a domestic filing entity, the public organic record is attached.

This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

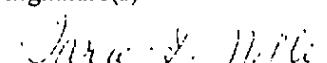
This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Jack B. Harper Florida, Inc.		Tara L. Millet, Secretary
Jack B. Contractor, L.L.C.		Tara L. Millet, Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

**CERTIFICATE OF MERGER
OF
JACK B. HARPER FLORIDA, INC.
(a Florida Corporation)**

INTO

**JACK B. HARPER CONTRACTOR, L.L.C.
(a Louisiana Limited Liability Company)**

The undersigned entities hereby certifies as follows:

I. The name and jurisdiction of formation or organization of the entities, respectively, that are parties to the Merger are:

<u>NAME</u>	<u>STATE OF FORMATION</u>
Jack B. Harper Florida, Inc.	Florida
Jack. B. Harper Contractor, L.L.C.	Louisiana

II. The Merger shall be effective as of December 31, 2020.

III. The surviving entity (the "Surviving Entity") is Jack. B. Harper Contractor, L.L.C., a Louisiana limited liability company.

IV. A "Plan and Agreement of Merger" has been approved, adopted, certified, executed, and acknowledged by each of the parties to the Merger in accordance with the provisions of La. R.S. §12:1359.

V. The Articles of Organization of Jack. B. Harper Contractor, L.L.C. as in effect immediately prior to the effective date of the Merger, shall be the Articles of Organization of the Surviving Entity.

VI. The executed Plan and Agreement of Merger is on file at the Surviving Entity's principal place of business, located at 70393 Bravo Street, Covington, Louisiana 70433.

VII. A copy of the executed Plan and Agreement of Merger will be furnished by the Surviving Entity, upon request and without cost, to any member or shareholder of any constituent entity.

JACK B. HARPER FLORIDA, INC.

By: Douglas A. Brooks
Douglas A. Brooks, President

Jack B. Harper Contractor, LLC.

Member:

GULF SAFETY PRODUCTS, INC.

By: Ryan A. Brooks
Ryan A. Brooks, President

Managers:

Douglas A. Brooks
Douglas A. Brooks, Manager

Tara L. Millet
Tara L. Millet, Manager

Brett Dyer
Brett Dyer, Manager

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this 31st day of December, 2020, before me appeared Ryan D. Brooks, who being by me duly sworn, did say that he is the Member of JACK B. HARPER CONTRACTOR, LLC, a Louisiana limited liability company which is the Surviving Entity of the Merger, and that the above and foregoing instrument was signed by said Member on behalf of the Surviving Entity by authority of its sole Member, and the said appearer acknowledged the instrument to be the free act and deed of the Surviving Entity.

WITNESSES:

Ryan D. Brooks
Print Name: Ryan D. Brooks

Gulf Safety Products, Inc. (Member)

Ryan D. Brooks
Ryan D. Brooks, President

Janel M. Martin
Print Name: Janel M. Martin

Janel M. Martin
NOTARY PUBLIC
Name: Janel M. Martin
Notary Number: 54460
Commission Expires: at death

11/1/21
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11/1/21

ACKNOWLEDGMENT

STATE OF LOUISIANA PARISH OF ST. TAMMANY

On this 31st day of December, 2020, before me appeared Brett Dyar, who being by me duly sworn, did say that he is a Manager of Jack B. Harper Contractor, L.L.C., a Louisiana limited liability company which is the Surviving Entity of the Merger, and that the above and foregoing instrument was signed by said Manager on behalf of the Surviving Entity by authority of its sole Member, and the said appearer acknowledged the instrument to be the free act and deed of the Surviving Entity.

WITNESSES:

Tara L. Mullet
Print Name: Tara L. Mullet

Brett Dyar
Brett Dyar, Manager

Hyper J. Phelps
Print Name: Hyper J. Phelps

Janet M. Martin
NOTARY PUBLIC
Name: Janet M. Martin
Notary Number: 64430
Commission Expires: at death

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this 31st day of December, 2020, before me appeared Douglas A. Brooks, who being by me duly sworn, did say that he is a Manager of Jack B. Harper Contractor, L.L.C., a Louisiana limited liability company which is the Surviving Entity of the Merger, and that the above and foregoing instrument was signed by said Manager on behalf of the Surviving Entity by authority of its sole Member, and the said appearer acknowledged the instrument to be the free act and deed of the Surviving Entity.

WITNESSES:

Print Name: Douglas A. Brooks

Douglas A. Brooks

Douglas A. Brooks, Manager

Print Name: Lynn D. Brooks

Janet M. Martin

NOTARY PUBLIC

Name: Janet M. Martin

Notary Number: 54430

Commission Expires: at death

ACKNOWLEDGMENT

STATE OF LOUISIANA PARISH OF ST. TAMMANY

On this 31st day of December, 2020, before me appeared Douglas A. Brooks who being by me duly sworn, did say that he is the President of Jack B. Harper Florida, Inc., a Florida Corporation, which is the Assimilated Entity of the Merger, and that the above and foregoing instrument was signed by said President on behalf of the Assimilated Entity by authority of its Board of Directors by Unanimous Consent, and the said appearer acknowledged the instrument to be the free act and deed of the Assimilated Entity.

WITNESSES:

Print Name: Douglas A. Brooks

Douglas A. Brooks
Douglas A. Brooks, President

Print Name: Ryan D. Brooks

Janel M. Martin
NOTARY PUBLIC
Name: Janel M. Martin
Notary Number: 54430
Commission Expires: at death

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this 31st day of December, 2020, before me appeared Tara L. Millet, who being by me duly sworn, did say that she is a Manager of Jack B. Harper Contractor, L.L.C., a Louisiana limited liability company which is the Surviving Entity of the Merger, and that the above and foregoing instrument was signed by said Manager on behalf of the Surviving Entity by authority of its sole Member, and the said appearer acknowledged the instrument to be the free act and deed of the Surviving Entity.

WITNESSES:

Ryan D. Brooks
Print Name: Ryan D. Brooks

Tara L. Millet
Tara L. Millet, Manager

12-27-2020
Print Name: 12-27-2020

Janel M. Martin
NOTARY PUBLIC
Name: Janel M. Martin
Notary Number: 54430
Commission Expires: at death

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
JACK B. HARPER FLORIDA, INC.
(a Florida Corporation)**

The undersigned, Board of Directors of Jack B. Harper Florida, Inc., a Florida Corporation (the "Company") do hereby unanimously consent, in lieu of a member meeting, as follows:

The Board of Directors declare, resolve, ratify, confirm and acknowledge for themselves and the Company as follows:

1. BE IT RESOLVED THAT:

The Board of Directors approve the proposed plan and agreement to merge the Company into Jack B. Harper Contractor, L.L.C. (the "Surviving Entity"), such merger being on terms as set out in the Plan and Agreement of Merger of Jack B. Harper Florida, Inc. into Jack B. Harper Contractor, L.L.C. dated as of December 31, 2020 and incorporated herein by reference.

2. BE IT FURTHER RESOLVED THAT:

Douglas A. Brooks President of the Company is hereby authorized to enter into and execute any such documents they deem, in their sole discretion, necessary to effectuate the intents and purposes of these resolutions.

3. BE IT FURTHER RESOLVED THAT:

Notwithstanding anything to the contrary including without limitation, the effectiveness of the merger approved and ratified herein, as between the Company, its constituent member, the Surviving Company and its constituent member, the merger of the Company into the Surviving Entity shall be effective as of December 31, 2020.

4. BE IT FURTHER RESOLVED THAT:

This Unanimous Written Consent may be executed in multiple originals or counterparts, each of which will be an original, and when all of the parties to this Unanimous Written Consent have signed at least one (1) copy, such copies together will constitute a fully executed and binding Unanimous Written Consent of the Board of Directors.

[Signatures on following page(s)]

EXECUTED this 31st day of December, 2020 in Covington, Louisiana.

JACK B. HARPER FLORIDA, INC.

By: Douglas A. Brooks
Douglas A. Brooks, Director

By: Brett Dyer
Brett Dyer, Director

CERTIFICATE

I, Tara L. Millet, hereby certify that I am the duly elected and qualified secretary of Jack B. Harper Florida, Inc. and that the subscribers to the above and foregoing consent constitute all of the directors of said corporation.

EXECUTED this 31st day of December, 2020 at Covington, Louisiana

Tara L. Millet
Tara L. Millet, Secretary

PLAN AND AGREEMENT OF MERGER OF

JACK B. HARPER FLORIDA, INC.
(a Florida Corporation)

INTO

JACK B. HARPER CONTRACTOR, LLC
(a Louisiana Limited Liability Company)

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is dated as of the 31 day of December, 2020 by and among JACK B. HARPER FLORIDA, INC., a Louisiana limited liability company (the "Assimilated Entity"), acting by unanimous written consent of its sole member and managers, and JACK B. HARPER CONTRACTOR, LLC, a Louisiana limited liability company formerly Jack B. Harper Contractor, Inc., (the "Surviving Entity") acting by unanimous written consent of its sole member and managers.

WHEREAS, the parties desire that the Assimilated Entity be merged with and into the Surviving Entity pursuant to this Agreement providing for such merger, on the date and at the time for which provision is made herein (the "Effective Date");

WHEREAS, the member of the Surviving Entity and the member of the Assimilated Entity deem it advisable and generally to the advantage and welfare of the parties and their respective members that the Assimilated Entity merge with the Surviving Entity under and pursuant to the provisions of the La. R.S. §12:1359; and

WHEREAS, the parties to this Agreement have performed and executed, effective as of the 31 day of December, 2020, all organizational and/or similar acts necessary to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

ARTICLE I
MERGER

The Assimilated Entity shall be merged with and into the Surviving Entity.

ARTICLE II
EFFECTIVE DATE

This Agreement shall become effective, as to third parties, immediately upon the filing of the Certificate of Merger, prepared in accordance with La. R.S. §12:1360 and upon

compliance with the laws of the State of Louisiana, the date and time of such effectiveness being hereinafter called the Effective Date. The Surviving Entity, as the surviving entity of the Merger, shall prepare and file the Certificate evidencing the Merger.

ARTICLE III SURVIVING ENTITY

The Surviving Entity shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Louisiana, and the separate existence each of the Assimilated Entities shall cease forthwith upon the Effective Date as further evidenced by filing of the Certificate.

ARTICLE IV ORGANIZATIONAL DOCUMENTS

The Articles of Organization and Operating Agreement of the Surviving Entity as in effect on the date hereof shall be the written organizational documents of the surviving limited liability company following the Effective Date. The power to otherwise amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such organizational documents or herein upon any member of the Surviving Entity or upon any other persons whomsoever are subject to the reserve power.

ARTICLE V RETIREMENT OF OWNERSHIP INTERESTS

Forthwith upon the Effective Date, each of the membership interests in JACK B. HARPER FLORIDA, INC., presently outstanding shall be retired, canceled and cease to be outstanding, and no membership interests in JACK B. HARPER FLORIDA, INC., shall be issued in respect thereof, it being subsumed into the Surviving Entity.

ARTICLE VI RIGHTS AND LIABILITIES OF SURVIVING ENTITY

6.1 At and after the Effective Date of the merger, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto.

6.2 All debts due to the Assimilated Entity on whatever account shall be vested in the Surviving Entity.

6.3 All claims, demands, property, rights, privileges, powers and franchises and every other interest of any of the parties hereto shall be as effectively the property of the Surviving Entity as they were of the respective parties hereto.

6.4 The title to any real estate vested by deed or otherwise in either of the Assimilated Entity shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Entity.

6.5 All rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date of the merger.

6.6 All debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

6.7 The Surviving Entity shall indemnify and hold harmless the members and/or shareholders of each of the parties hereto against all such debts, liabilities, and duties and against all claims and demands arising out of the merger.

ARTICLE VII CONVERSIONS OF INTERESTS

The manner and basis of converting the ownership interests of the Assimilated Entity into the ownership interest of the Surviving Entity shall be as follows:

7.1 A pro-rata issuance of membership interest in the Surviving Entity to the holder of each percentage of membership interest held in JACK B. HARPER FLORIDA, INC..

7.2 The member of the Assimilated Entity and the members and managers of the Surviving Entity acknowledge, agree and understand that the conversion of interests hereunder may create possible tax implications for all of the members of the Assimilated and Surviving Entities due to the merger, and further acknowledge and agree that they have consulted with their tax advisors regarding the same.

ARTICLE VIII MISCELLANEOUS

8.1 **Notices** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by the Surviving Entity to the Assimilated Entity or by the Assimilated Entity to the Surviving Entity, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Agreement. All notices shall be legible and in writing and shall be delivered to the person to whom the notice is directed, either in person with a receipt requested therefore or sent by a recognized overnight courier service for next day delivery or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective: (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing with such an overnight courier service; (c) upon transmission if transmitted by facsimile; provided that the

party transmitting the Notice has a confirmation of such transmittal; or (d) three (3) business days after deposit in the mails if mailed as follows:

If to the Surviving Entity:

JACK B. HARPER CONTRACTOR, LLC.
70393 Bravo Street
Covington, LA 70433

If to the Assimilated Entity:

JACK B. HARPER FLORIDA, INC.
70393 Bravo Street
Covington, LA 70433

Any party hereto may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

8.2 **Waivers.** No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

8.3 **Entire Agreement** The Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings.

8.4 **Successors and Assigns** The Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns; provided, that this provision shall not give any party a right to assign this Agreement.

8.5 **Amendments** (a) No modification, alteration or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. (b) This Agreement may be amended prior to filing the certificate of merger with the Secretary of State, provided that subsequent to the approval of the members of the merging parties, the Agreement may not be amended to: (1) change the amount or kind of shares or other securities, interests, obligations, rights to acquire shares or other securities, cash, or other property to be received by the owners of interests in any party to the merger upon conversion of their interests under the plan; (2) change the organizational documents of any other entity that will survive or be created as a result of the merger; or (3) change any of the other terms and conditions of the plan if the change would adversely affect such members in any material aspect.

8.6 **Choice of Law** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Louisiana without giving effect to any principles of conflicts of law or choice of laws.

8.7 **Headings** The headings to the Sections or Articles of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or prescribe the scope or intent of any Section or Article of this Agreement, nor in any way affect this Agreement.

8.8 **Number and Gender** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any portion of this Agreement may require, the same as if such words had been fully and properly written in the number and gender.

8.9 **Interpretation** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement, or any Schedules or Exhibits hereto. Should the provisions of this Agreement conflict with the terms of any of the Transaction Documents, the terms of this Agreement shall control.

8.10 **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

8.11 **Survival** The covenants, conditions, representations, warranties, agreements and other matters contained in this Agreement shall survive the merger.

[Signatures of following pages]

IN WITNESS WHEREOF, JACK B. HARPER FLORIDA, INC., appearing through its President, has caused this Agreement to be executed as of the day, month and year first hereinabove written.

JACK B. HARPER FLORIDA, INC.

By: Douglas A. Brooks
Douglas A. Brooks, President

CERTIFICATE

The undersigned, constituting all the Members of JACK B. HARPER CONTRACTOR, LLC, a Louisiana limited liability company (an "Surviving Entity"), does hereby certify that the above Plan and Agreement of Merger was adopted by unanimous consent of the member and managers of the Surviving Entity on the 31 day of December, 2020. The executed Plan and Agreement of Merger is on file at the principal place of business of the Surviving Entity, 70393 Bravo Street, Covington, LA 70433. A copy of the Plan and Agreement of Merger will be furnished by the Surviving Entity, on request without cost to any member of any constituent entity. The Articles of Organization of the Surviving Entity are not altered or otherwise affected by virtue of the merger.

JACK B. HARPER CONTRACTOR, LLC

GULF SAFETY PRODUCTS, INC., Sole Member



Ryan D. Brooks, President

CERTIFICATE

The undersigned, President of JACK B. HARPER FLORIDA, INC., a Florida Corporation (the "Assimilated Entity"), does hereby certify that the above Plan and Agreement of Merger was adopted by unanimous consent of the Board of Directors of the Assimilated Entity on the 31 day of December, 2020. The executed Plan and Agreement of Merger is on file at the principal place of business of the Surviving Entity, 70393 Bravo Street, Covington, LA 70433. A copy of the Plan and Agreement of Merger will be furnished by the Surviving Entity, on request without cost to any member of any constituent entity. The Articles of Organization of the Surviving Entity are not altered or otherwise affected by virtue of the merger.

JACK B. HARPER FLORIDA, INC.

By: Douglas A. Brooks
Douglas A. Brooks, President

IN WITNESS WHEREOF, the Surviving Entity, appearing through its sole member and managers, has caused this Agreement to be executed as of the day, month and year first hereinabove written.

JACK B. HARPER CONTRACTOR, L.L.C.

Member:

By: GULF SAFETY PRODUCTS, INC.

By: Ryan D. Brooks
Ryan D. Brooks, President

Managers:

Tara L. Millet
Tara L. Millet, Manager

Brett Dyer
Brett Dyer, Manager

Douglas A. Brooks
Douglas A. Brooks, Manager