

M13000006540

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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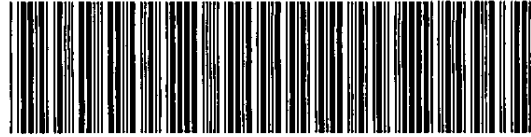
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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07/21/15--01020--003 \*\*30.00

06/15/15--01022--028 \*\*78.75

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
15 JUL 21 AM 11:40



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 25, 2015

JERILYN MILLARD, PARALEGAL  
STOEL RIVES LLP  
201 S. MAIN STREET, SUITE 1100  
SALT LAKE CITY, UT 84111 US

SUBJECT: HUIISH OUTDOORS, LLC  
Ref. Number: M13000006540

We have received your document for HUIISH OUTDOORS, LLC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger you submitted were prepared in compliance with section 607.1105, Florida Statutes. Articles of Merger between a corporation and a limited liability company are filed pursuant to section 607.1109 OR section 605.1025, Florida Statutes. Enclosed is a form pursuant to each statute for your convenience.

If you choose to file pursuant to section 607.1109, Florida Statutes you must include a plan of merger.

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.

Tina D Cannon  
Regulatory Specialist II

Letter Number: 315A00013420



201 S. Main Street, Suite 1100  
Salt Lake City, Utah 84111  
main 801.328.3131  
fax 801.578.6999  
www.stoel.com

July 14, 2015

JERILYN MILLARD  
Direct 801-578-6914  
jmillard@stoel.com

Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Re: Articles of Merger**

Dear Secretary of State:

Please find enclosed two copies of Articles of Merger effecting the merger of Zeagle Systems, Inc., a Florida corporation into Huish Outdoors, LLC, a Wyoming limited liability company. We are also enclosing your letter dated June 25, 2015 as requested.

Please file this document and return to me a certified copy. I am also enclosing a check made payable in the amount of \$30.00 to cover the cost of the certified copy. It is my understanding that you have retained our check of \$78.75 to cover the filing fees.

If you need anything additional from our office to facilitate this filing, please don't hesitate to call.

Very truly yours,

Jerilyn Millard, Paralegal

Encls.

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Huish Outdoors, LLC  
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Jerilyn Millard  
Contact Person

Steel Rives  
Firm/Company

201 S. Main St. Suite 1100  
Address

Salt Lake City, UT 84111  
City, State and Zip Code

jerilyn.millard@steel.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jerilyn Millard at ( 801 ) 578-6914  
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

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Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
<u>Zeagle Systems, Inc.</u>	<u>Florida</u>	<u>corporation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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>
<u>Huish Outdoors, LLC</u>	<u>Wyoming</u>	<u>limited liability company</u>

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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:

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**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.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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P. O. Box 634

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Pinedale, Wyoming 82941-2634

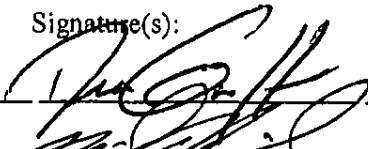
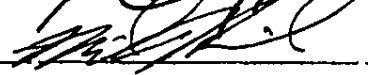
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>Zeagle Systems, Inc.</u>		<u>Dean Garraffa, President</u>
<u>Huish Outdoors, LLC</u>		<u>Michael Huish, Manager</u>
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

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**AGREEMENT AND PLAN OF MERGER  
(ZEAGLE SYSTEMS, INC.)**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is entered into as of April ~~30~~, 2015 by and between HUISH OUTDOORS, LLC, a Wyoming limited liability company ("Huish Outdoors"), and ZEAGLE SYSTEMS, INC., a Florida corporation ("Zeagle").

**RECITALS**

- A. Huish Outdoors owns all the outstanding equity interests in Zeagle.
- B. Huish Outdoors has agreed with Zeagle that Zeagle will be merged with and into Huish Outdoors, with Huish Outdoors being the Surviving Company (the "Merger"), all pursuant to the terms and conditions of applicable law and this Merger Agreement.
- C. For federal income tax purposes, it is intended that the Merger will qualify as a tax-free reorganization within the meaning of the Internal Revenue Code of 1986, as amended.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. Merger; Effective Time; Effect of Merger. After the filing of a certificate of merger with the Florida Secretary of State and articles of merger with the Wyoming Secretary of State, both referencing the Merger and this Merger Agreement, and at the Effective Time (as defined below), (i) Zeagle will be merged with and into Huish Outdoors, (ii) the separate corporate existence of Zeagle will cease and (iii) Huish Outdoors will continue as the surviving company of the Merger (as such surviving company, the "Surviving Company"). The "Effective Time" is the date of the filing of the certificate of merger with the Wyoming Secretary of State with respect to the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Merger Agreement and the applicable provisions of the Wyoming Limited Liability Company Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Zeagle and Huish Outdoors will vest in the Surviving Company, and all debts, liabilities and duties of Zeagle and Huish Outdoors will become the debts, liabilities and duties of the Surviving Company.
2. Conversion and/or Cancellation of Shares and Membership Interests. The manner and basis of converting and/or canceling the shares and membership interests of Zeagle and Huish Outdoors at the Effective Time shall be as follows:
  - (a) Each share of Zeagle which is issued and outstanding at the Effective Time will no longer be outstanding and will automatically be canceled and retired and

shall cease to exist, and no consideration shall be delivered or deliverable in exchange therefor.

(b) Each membership interest of Huish Outdoors which is issued and outstanding at the Effective Time will be an identical membership interest of the Surviving Company.

3. Articles of Organization; Operating Agreement. At the Effective Time, (i) the Articles of Organization of Huish Outdoors will be the Articles of Organization of the Surviving Company, and (ii) the Operating Agreement of Huish Outdoors will be the Operating Agreement of the Surviving Company.

4. Membership Interest Certificates. After the Effective Time, certificates (if any) which prior to the Merger represented membership interests of Huish Outdoors will, for all purposes, including voting entitlement, evidence ownership of identical membership interests of the Surviving Company.

5. Further Assurances. Zeagle will, from time to time, as and when requested by the Surviving Company, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

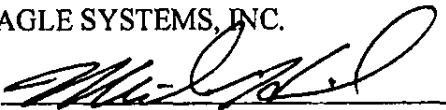
6. Effect of Merger. The effect of the Merger is as prescribed by law.

[Signature Page Follows]

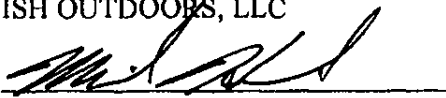
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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly executed and delivered by the parties hereto as of the date first set forth above.

ZEAGLE SYSTEMS, INC.

By:   
Michael J. Huish  
President

HUISH OUTDOORS, LLC

By:   
Michael J. Huish  
Manager

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