

P05000052/96

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2014 JUN 18 PM 4:48
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02859
*00789, 02904, 00561, 00711, 00612
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FLORIDA FILING & SEARCH SERVICES, INC.

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PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 6/18/14

NAME: LIBERTY AMMUNITION INC

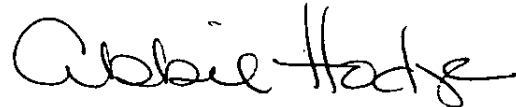
TYPE OF FILING: MERGER

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RETURN: CERTIFIED COPY AND CERTIFICATE OF STATUS PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE





FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 19, 2014

Florida Filing & Search Services, Inc.
P.O. Box 10662
Tallahassee, FL 32302

SUBJECT: LIBERTY AMMUNITION INC.
Ref. Number: P05000052196

We have received your document for LIBERTY AMMUNITION INC. and the authorization to debit your account in the amount of \$87.50. However, the document has not been filed and is being returned for the following:

The articles of merger you submitted were prepared in compliance with section 607.1109, Florida Statutes. Articles of Merger between two or more domestic profit corporations are filed pursuant to section 607.1105, Florida Statutes. Enclosed is a form for your convenience.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

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.

Annette Ramsey
Regulatory Specialist II

Letter Number: 714A00013332

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ARTICLES OF MERGER
FOR
LIBERTY AMMUNITION INC.
(a Florida corporation)

WITH AND INTO
LIBERTY AMMUNITION, INC.
(a Delaware corporation)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
30

The following Articles of Merger are submitted to merge the following Florida profit corporation in accordance with Section 607.1109, Florida Statutes:

FIRST: The exact name, form/entity type and jurisdiction of the disappearing entity (the "Disappearing Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Liberty Ammunition Inc.	Florida	Corporation Doc. # P05000052196

SECOND: The exact name, form/entity type and jurisdiction of the surviving entity (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Liberty Ammunition, Inc.	Delaware	Corporation

THIRD: The Surviving Entity is the sole shareholder of the Disappearing Entity.

FOURTH: The Agreement and Plan of Merger, attached hereto as Exhibit "A", was approved by written action by unanimous consent of the Board of Directors and the sole shareholder of the Disappearing Entity on June 18, 2014, in accordance with the applicable provisions of Chapter 607, Florida Statutes.

FIFTH: The Agreement and Plan of Merger was approved by written action by unanimous consent of the Board of Directors of the Surviving Entity on June 18, 2014, and shareholder approval was not required, in accordance with the applicable laws of the State of Delaware, and.

SIXTH: The effective date of the merger is the date this document is filed with the Florida Department of State.

SEVENTH: The address of the Surviving Entity's principal office under the laws of the state, country or jurisdiction in which it was formed, organized, or incorporated is as follows:

2083 58th Avenue Circle East, Suite B
Bradenton, Florida 34203

EIGHTH: 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 rights of dissenting shareholders of each domestic corporation that is a party to the merger.

b. Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

[Signature Page Follows]

[Signature Page to Articles of Merger]

DISAPPEARING ENTITY

Liberty Ammunition Inc., a Florida
corporation

By:


George J. Phillips, President

SURVIVING ENTITY

Liberty Ammunition, Inc., a Delaware
corporation

By:


George J. Phillips, President

EXHIBIT A

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 18th day of June, 2014, by and between LIBERTY AMMUNITION, INC., a Delaware corporation (the "Surviving Corporation") and LIBERTY AMMUNITION INC., a Florida corporation ("Subsidiary"), a wholly-owned subsidiary of the Surviving Corporation.

1. Merger.

1.1 Merger of Subsidiary With and Into Surviving Corporation. Subject to the terms and conditions of this Agreement, the Subsidiary shall be merged with and into the Surviving Corporation ("Merger"), effective upon the filing of a Certificate of Merger with the Secretary of State of Delaware and the filing of Articles of Merger with the Secretary of State of Florida ("Effective Time"). The separate existence of the Subsidiary as corporation shall thereupon cease; the Surviving Corporation shall be the surviving corporation; and the separate existence of Surviving Corporation as a corporation, with all of its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the respective laws of the States of Delaware and Florida applicable thereto.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Surviving Corporation shall succeed to and possess all of the respective rights, privileges, powers, franchises and interests of the Subsidiary in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Surviving Corporation by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Subsidiary may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for the Subsidiary in such action or proceeding.

(b) The Surviving Corporation shall be liable for all liabilities of the Subsidiary; and all debts, liabilities, obligations and contracts of the Subsidiary, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Subsidiary, shall be those of the Surviving Corporation and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on properties of the Subsidiary shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Subsidiary acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the

in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Subsidiary and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation, and (c) otherwise carry out the purposes of this Agreement. The officers of the Surviving Corporation are fully authorized in the name of the Subsidiary or otherwise to take any and all such actions.

2. Conversion of Shares. At the Effective Time:

(a) Each share of common stock of the Subsidiary issued and outstanding at the Effective Time, and each such share of common stock issued and held by the Subsidiary in its treasury at the Effective Time, shall be cancelled and retired and no consideration shall be issued in respect thereof.

(b) Each share of common stock of the Surviving Corporation issued and outstanding at the Effective Time, and each such share of common stock issued and held by the Surviving Corporation in its treasury at the Effective Time, shall remain unchanged and unaffected by the Merger.

3. Additional Merger Terms.

(a) The Certificate of Incorporation of the Surviving Corporation in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, and shall not be changed or affected by the Merger.

(b) The By-Laws of the Surviving Corporation in effect at the Effective Time shall be the By-Laws of the Surviving Corporation and shall not be changed or affected by the Merger.

(c) The directors and officers of the Surviving Corporation at the Effective Time shall be the directors and officers of the Surviving Corporation.

4. Abandonment. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual agreement evidenced by resolutions of the Boards of Directors of the parties hereto. If a certificate or articles of merger have been filed prior to the abandonment, either party may execute and file an appropriate certificate of abandonment of the Merger with the Secretary of State of Delaware and/or Florida, as applicable.

5. Certain Undertakings. The Surviving Corporation agrees that it may be served with process in the State of Florida in any suit or proceeding for the enforcement of any obligation of the Subsidiary, or for the enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or proceeding to enforce the rights of dissenting shareholders, if any, under the applicable provisions of the Florida Business Corporation Act; and the Surviving Corporation irrevocably appoints the Secretary of State of

Florida as its agent to accept service of process in any such suit or proceeding. A copy of any such process may be mailed by the Secretary of State of Florida to the Surviving Corporation at 2083 58th Avenue Circle East, Suite B, Bradenton, Florida 34203.

6. Miscellaneous.

(a) It is the intent of the parties that this Agreement and the Merger to be effectuated pursuant hereto qualify as a complete liquidation of a subsidiary into its parent pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

(b) This Agreement may not be amended or supplemented, except by a writing executed by all of the parties hereto or by the party against which enforcement is sought.

(c) The captions of the sections of this Agreement are for convenience and reference only, shall not be deemed or construed to be a part of this Agreement, and shall not define, limit or otherwise affect this Agreement or any part hereof.

(d) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each corporation has caused this Agreement to be executed on its behalf by its duly authorized officer as of the date first written above.

SUBSIDIARY

Liberty Ammunition, Inc., a Florida corporation

By: 

George J. Phillips, President

SURVIVING CORPORATION

Liberty Ammunition, Inc., a Delaware corporation

By: 

George J. Phillips, President