

SAALFELD  
GRIGGS  
GORSUCH  
ALEXANDER  
& EMERICK  
P.C.

P93000008998

July 16, 2001

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
01 JUL 18 AM 9:24

Park Place, Suite 300  
250 Church St. SE  
PO Box 470  
Salem OR 97308-0470  
Telephone (503) 399-1070  
Facsimile (503) 371-2927

1001-B SW Disk Dr.  
Suite 102  
Bend OR 97702-1995  
Telephone (541) 322-1822  
Facsimile (541) 322-1823

www.SaalfeldLaw.com

LAWYERS

Douglas C. Alexander, II  
Randall W. Cook  
Hunter B. Emerick  
Kris Jon Gorsuch  
\* James C. Griggs  
\* Karen S. Hock  
\* Eric W. Jamieson  
Misti K. Johnson  
Wayne A. Kinkade  
Jeffrey G. Moore  
Erich M. Paetsch  
\* James A. Perry  
Carol A. Rhodes  
Robert J. Saalfeld  
Mark D. Shipman  
Shelly M. Strong  
\* Randall P. Sutton  
\* Wade A. Symons

By UNITED PARCEL SERVICE - OVERNIGHT DELIVERY  
UPS Tracking Number: 1Z F71 970 22 1001 838 2

Florida Secretary of State  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

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-07/17/01--01069--001  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Re: Antique Arms America, Inc.  
FEI #593174889  
Our File No. 11782

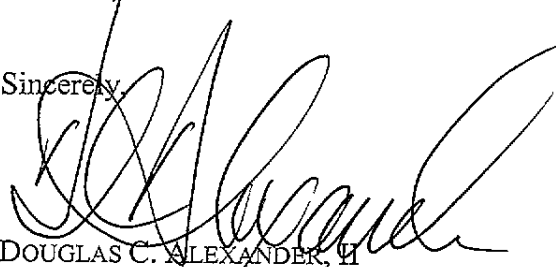
600004480936--0  
-07/23/01--01096--009  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

To Whom It May Concern:

Enclosed please find Articles of Merger for the above named corporation, together with a check for the required filing in the amount of \$35. We have enclosed a second copy which we would request that you stamp as filed and return to us in the enclosed self addressed stamped envelope.

If you have any questions or concerns, please do not hesitate to contact our office. If I am not available, please ask for my assistant, Linda.

Sincerely,

  
DOUGLAS C. ALEXANDER, II  
DAlexander@SaalfeldLaw.com  
Voice Message #369

DCA:lc1

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Enclosures

cc: Edwin J. Bell (w/o encl.)  
Kenneth C. Luft, CPA (w/o encl.)

merger

\* LL.M. Taxation  
\* Registered US PTO  
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\* Admitted in MT Only  
\* Of Counsel  
\* CFP

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JB

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ANTIQUE ARMS AMERICA, INC., a Florida corporation, P93000008998

INTO

**ANTIQUE ARMS AMERICA, INC.**, an Oregon entity not qualified in Florida.

File date: July 18, 2001

Corporate Specialist: Velma Shepard

**SAALFELD  
GRIGGS  
GORSUCH  
ALEXANDER  
& EMERICK  
P.C.**

July 19, 2001

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250 Church St. SE  
PO Box 470  
Salem OR 97308-0470  
Telephone (503) 399-1070  
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♦ Of Counsel  
• CFP

**BY UNITED PARCEL SERVICE - OVERNIGHT DELIVERY**  
**UPS Tracking Number: 1Z F71 970 22 1001 839 1**

Florida Secretary of State  
Division of Corporations  
Attn: Velma Sheppard  
PO Box 6327  
Tallahassee, FL 32314

Re: Antique Arms America, Inc.  
FEI #593174889  
Our File No. 11782

Dear Ms. Sheppard:

Pursuant to our telephone conversation this morning, please find enclosed a check in the amount of \$35. This check, together with the \$35 check mailed to you earlier this week, should cover the \$70 filing fee for Articles of Merger. It is our understanding that once you receive this check, you will file the Articles of Merger for the above named company with a filing date of July 18, 2001.

Please do not hesitate to contact our office if you have any questions or concerns.

Sincerely,

  
LINDA C. LUJAN  
Legal Assistant  
LLujan@SaalfeldLaw.com  
Voice Message #378

Rec'd 7/20

**ARTICLES OF MERGER  
ANTIQUE ARMS AMERICA, INC.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
01 JUL 18 AM 9:25

**SURVIVOR'S  
REGISTRY NUMBER: 030154-92**

Pursuant to the provisions of the Oregon Business Corporation Act, the undersigned corporation adopts the following Articles of Merger:

**1. Names**

The names of the corporations proposing to merge are as follows:

- a.* Antique Arms America, Inc., an Oregon corporation (the "*Surviving Corporation*"); and
- b.* Antique Arms America, Inc., a Florida corporation, (the "*Acquired Corporation*").

**2. Name of the Surviving Corporation**

The name of the Surviving Corporation shall be *Antique Arms America, Inc.*

**3. Due Authorization**

The Acquired Corporation affirms that the plan of merger was adopted in accordance with the applicable provisions of the laws of the state under which it was organized.

**4. Plan of Merger**

A copy of the plan of merger is attached hereto and by this reference made a part hereof, and was adopted by both the Acquired Corporation and the Surviving Corporation on July 16, 2001.

**5. Corporate Authorization**

Shareholder approval of both corporations was required to approve the merger. The Acquired Corporation shareholder vote was as follows:

<b>Class of Shares</b>	<b>No. of Shares Outstanding</b>	<b>No. of Votes Entitled to be Cast</b>	<b>No. of Votes Cast For</b>	<b>No. of Votes Cast Against</b>
Common	100	100	100	-0-

The Surviving Corporation shareholder vote was as follows:

<b>Class of Shares</b>	<b>No. of Shares Outstanding</b>	<b>No. of Votes Entitled to be Cast</b>	<b>No. of Votes Cast For</b>	<b>No. of Votes Cast Against</b>
Common	500	500	500	-0-

**6. Effective Date**

Pursuant to ORS 60.494(2), the merger described herein shall be effective as of July 18, 2001.

**DATED:** July 18, 2001

**SURVIVING CORPORATION:**  
ANTIQUE AMERICA ARMS, INC.

By: 

Edwin J. Bell, President

**ACQUIRED CORPORATION:**  
ANTIQUE ARMS AMERICA, INC.

By: 

Edwin J. Bell, President

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER, dated effective as of July 18, 2001, is by and between *Antique Arms America, Inc.*, an Oregon corporation, hereinafter referred to as the "*Surviving Corporation*," and *Antique Arms America, Inc.*, a Florida corporation, hereinafter referred to as the "*Acquired Corporation*," *Edwin J. Bell*, hereinafter referred to as the "*Shareholder of the Surviving Corporation*," and the "*Shareholder of the Acquired Corporation*".

### **RECITALS:**

- A. The Board of Directors of both the Surviving Corporation and the Acquired Corporation deem it advisable and for the general welfare of each corporation and its sole Shareholder that the two corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the state of Oregon and Florida;
- B. The plan of merger as outlined by the terms of this Agreement will result in a consolidation of resources, greater financial strength, improved management, more efficient operations and the avoidance of the duplication of resources; and
- C. The parties to this Agreement wish to adopt this Agreement as a plan of reorganization and to consummate this merger in accordance with the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, each of the parties to this Agreement agree that the Acquired Corporation shall be merged with and into the Surviving Corporation in accordance with the applicable laws of the state of Oregon and Florida, that the name of the Surviving Corporation shall be Antique Arms America, Inc., and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

### **1. Merger of Acquired Corporation into Surviving Corporation**

At the Effective Date of the merger, the Acquired Corporation shall be merged with and into the Surviving Corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger. The corporate identity, existence, purposes, powers, franchises, rights and immunities of the Acquired Corporation shall be fully vested therewith. The separate existence of the Acquired Corporation, except insofar as otherwise specifically provided by law, shall cease at the Effective Date of the merger whereupon the Acquired Corporation and the Surviving Corporation shall be and become one single corporation.

**2. Articles of Incorporation and Bylaws of Surviving Corporation**

**a. Articles**

The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date of the merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation. The Surviving Corporation reserves the right and power, after the Effective Date of this merger, to alter, amend, change, or repeal any of the provisions contained in its Articles of Incorporation in a manner now or hereafter prescribed by statute, and all rights conferred on officers, directors, or shareholders herein are subject to this reservation.

**b. Bylaws**

The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Date of the merger, shall continue in full force and effect as the Bylaws of the Surviving Corporation until amended in accordance with the provisions set forth therein. The Bylaws of the Surviving Corporation may be amended or repealed in accordance with the provisions thereof, the Articles of Incorporation, or the Oregon Business Corporation Act.

**3. Directors and Officers of Surviving Corporation**

**a. Directors**

The following person shall be the sole Director of the Surviving Corporation until his successor is elected in accordance with the Bylaws of the Surviving Corporation:

NAME	ADDRESS
Edwin J. Bell	530 Seagrove Loop Lincoln City, OR 97367

**b. Officers**

The following person shall serve as the President and Secretary of the Surviving Corporation until his successor is elected in accordance with the Bylaws of the Surviving

NAME	ADDRESS
Edwin J. Bell	530 Seagrove Loop Lincoln City, OR 97367

**4. Conversion and Exchange of Shares**

***a. Exchange***

The manner of converting and exchanging the shares of each of the parties to this Agreement shall be as follows:

- i.* The merger as outlined herein shall affect no change in any of the shares of common stock of the Surviving Corporation and none of its shares shall be exchanged, converted, or modified as a result of the merger.
- ii.* At the Effective Date of the merger, each Shareholder of the Acquired Corporation shall surrender their shares of stock in the Acquired Corporation and shall receive 5 shares of no par value voting common stock of the Surviving Corporation in return for each share of the Acquired Corporation surrendered.

***b. Surrender***

As promptly as practicable after the Effective Date of the merger, the Shareholders of the Acquired Corporation shall surrender their shares of stock in the Acquired Corporation to the Acquired Corporation or its designated agent, and each Shareholder of the Acquired Corporation shall be entitled upon such surrender to receive in exchange therefore from the Surviving Corporation a certificate or certificates representing the number of shares of the common stock of the Surviving Corporation into which the certificate or certificates so surrendered shall have been converted as set forth above. Until surrendered to, and cancelled by, the Acquired Corporation, each certificate which prior to the Effective Date of the merger represented outstanding shares of common stock in the Acquired Corporation shall be deemed for all corporate purposes to evidence the number of shares of the common stock of the Surviving Corporation into which the same shall have been converted.

**5. Effective Date of Merger**

The "*Effective Date*" of the merger shall be July 18, 2001.

**6. Representations and Warranties of Surviving Corporation and Shareholders**

The Surviving Corporation and the Shareholders of the Surviving Corporation do hereby represent, warrant, and covenant to the Acquired Corporation and the Shareholders of the Acquired Corporation as follows:

***a. Corporate Organization and Good Standing***

As of the Effective Date of the merger, the Surviving Corporation will be duly organized, existing and in good standing under the laws of the state of Oregon; it will have full corporate power and authority to carry on its business; and it will be qualified to



do business in all foreign jurisdictions, if any, in which its property or business requires its qualification.

***b. Authorization***

The execution of this Agreement and the merger contemplated herein have been duly authorized and approved by the Board of Directors of the Surviving Corporation.

***c. Capitalization***

The Surviving Corporation warrants that its authorized capital consists of Five Thousand (5,000) shares of no par value voting common stock of which as of the Effective Date of the merger, Five Hundred (500) shares shall be issued and outstanding, fully paid and nonassessable. As of the Effective Date, there shall be no outstanding options, warrants, or agreements granting to any person the rights to purchase any of the Surviving Corporation's shares of capital stock or of its other securities, if any.

**7. Representations and Warranties of Acquired Corporation and Shareholders**

The Acquired Corporation and the Shareholders of the Acquired Corporation do hereby represent, warrant, and covenant to the Surviving Corporation and the Shareholders of the Surviving Corporation as follows:

***a. Corporate Organization and Good Standing***

The Acquired Corporation is a corporation duly organized, and existing and in good standing under the laws of the state of California, that it has full corporate power to carry on its business as now conducted, and that it is now qualified to do business in all foreign jurisdictions, if any, in which its property or business requires this qualification.

***b. Authorization***

The execution of this Agreement and the merger contemplated have been duly authorized and approved by the Board of Directors and Shareholder of the Acquired Corporation.

***c. Capitalization***

The Acquired Corporation warrants that its authorized capital consists of One Hundred (100) shares of \$1.00 par value stock, of which as of the date of this Agreement One Hundred (100) shares were duly issued and outstanding, fully paid and nonassessable. There are no outstanding options, warrants, or agreements granting to any person the rights to purchase any of its shares of capital stock or of its other securities, if any.

**8. Conditions Precendent**

Each and every obligation of the parties to this Agreement shall be subject to the satisfaction prior to closing of the condition that the merger, in the manner contemplated by the terms of this Agreement, shall have been duly and validly adopted by the Board of Directors of both the Surviving and Acquired Corporation and authorized by the holders of the stock of each corporation issued and outstanding in accordance with the laws of the state of Oregon and California.

**9. Securities Restrictions**

The shares of stock to be issued by the Surviving Corporation pursuant to the terms of this plan of merger shall be acquired by the Shareholders of the Acquired Corporation for their own account and not with the present view towards the distribution thereof, and they shall not dispose of such shares except (i) pursuant to an effective registration statement under both the securities laws of Oregon and the Securities Act of 1933, as amended or (ii) in any other transaction which in the opinion of counsel for the Surviving Corporation is exempt from registration under the securities laws of Oregon and the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

**10. Conduct of Business Prior to Effective Date**

Each corporate party agrees that between the date of this Agreement and the Effective Date, it will carry on its business in the ordinary course and in substantially the same manner as heretofore and will use its best efforts to preserve its existing business organization and personnel; and it will not declare or pay any dividend or make any other distribution with respect to its stock, purchase, redeem, retire or otherwise acquire its own capital stock, or issue, sell, encumber, or give any option or right to purchase, any of its capital stock or securities; and it will afford to the officers, counsel, accountants, auditors, and other authorized representatives of the other corporate party full access during normal business hours to all of its properties, files, books, contracts, documents and records, or furnish to any other party such information, including copies of pertinent records and documents, as the other party may reasonably require, and cooperate with the other party in connection with any examination of its business and properties.

**11. Amendment**

At any time, whether before or after approval and adoption by the Shareholders of each of the corporate parties to this plan of merger, this plan may be amended in matters of form or supplemented by additional agreements, articles, or certificates, as may be determined in the judgment of the Board of Directors of all corporation parties to be necessary, desirable or expedient to clarify the intentions of the parties hereto or to affect or facilitate the filing, or recording of official approval of this Agreement and the consummation hereof and the merger provided for herein.

**12. Entire Agreement**

This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and there have not been and there are no agreements, representations, or warranties between the parties other than those set forth herein.

**13. Further Documentation**

At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or protect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

**14. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon. Venue for purposes of litigating any dispute arising under the terms of this Agreement shall lie in the Marion County Circuit Court.

**15. Counter-Parts**

This plan of merger may be executed in counter-parts, and each executed counter-part shall constitute an original hereof.

**16. Grammatical Construction**

In construing this Agreement and Plan of Merger, and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter, and, generally, all grammatical changes shall be made so that this instrument will apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on the date first hereinabove written.

**SURVIVING CORPORATION:**  
ANTIQUE AMERICA ARMS, INC.

**ACQUIRED CORPORATION:**  
ANTIQUE ARMS AMERICA, INC.

By: \_\_\_\_\_  
Edwin J. Bell, President

By: \_\_\_\_\_  
Edwin J. Bell, President