VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR FOR THE ESTATE OF CALVIN VAN PELT, et al.,

Plaintiffs,

v.

CASE NO: CL2023-06260

SALVO TECHNOLOGIES, INC., d/b/a 80P BUILDER, et al.,

Defendants

MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANT OKORI, LLC'S MOTION TO DISMISS AND, IN THE ALTERNATIVE, REQUESTING JURISDICTIONAL DISCOVERY

Plaintiffs allege that Defendant Okori, LLC, a North Carolina company, negligently and unlawfully sold a gun-building kit, via its online webstore, to an unfit 18-year-old Virginian, and shipped it to his home in Virginia, resulting in the deaths of two Virginia high-school students. Because it is well established that an interactive e-commerce website based outside Virginia is subject to jurisdiction within the Commonwealth for claims arising out of sales it makes to Virginia residents, personal jurisdiction over Okori is proper.

Okori's attempts to avoid this Court's jurisdiction must fail. First, Okori argues that the terms of use currently posted on the website refute the possibility of jurisdiction. But even if this argument were legally correct, it is baseless, because the language that Okori's argument depends on was not added to the website's terms of use until *after* the sale at issue in this case. Second, Okori argues that it cannot be sued in Virginia because its webstore did not target Virginians specifically. But that is irrelevant. Case law decisively establishes that selling and shipping goods to Virginia residents suffices to establish personal jurisdiction under both the Commonwealth's long-arm statute and the Due Process Clause. The Motion should be denied.

BACKGROUND

Plaintiffs' decedents, Calvin Van Pelt and Ersheen Elaiaiser, both 17-year-old Fairfax County high-school students, were shot to death by Defendant Zackary Burkard with a handgun that Burkard had purchased online in kit form and assembled himself—a "ghost gun," so called because it lacks a serial number and is sold without a background check. Am. Compl. ¶¶ 16-17, 91, 99, 105-12. Burkard obtained the ghost-gun kit from a website called 80P Builder, which sold and shipped it from an address in Charlotte, North Carolina, to Burkard's home in Fairfax County, Virginia. *Id.* ¶ 96; Kamdang Decl. ¶ 21 (attached as Exhibit 1). As the Amended Complaint alleges, 80P Builder is an ecommerce website that sold ghost-gun kits to consumers in Virginia without conducting background checks or age verification. Am. Compl. ¶¶ 4, 81, 83, 136. Plaintiffs allege that it was negligent for 80P Builder to sell an all-parts-included ghost-gun kit—a firearm, under federal law—to Burkard without confirming that he was old enough to purchase the firearm or requiring him to undergo a background check. *Id.* ¶¶ 93, 124, 142-43. In fact, Burkard would have failed a background check or an age inquiry, had either been administered. *Id.* ¶¶ 94-95. Plaintiffs thus seek to hold the owners of 80P Builder including Okori, *see id.* ¶¶ 20-21—responsible for their role in causing the deaths of Calvin and Ersheen.

ARGUMENT

"[O]n a motion to dismiss Plaintiffs need only establish a prima facie case of personal jurisdiction." Massey Energy Co. v. United Mine Workers of Am., 69 Va. Cir. 118, 120 (2005). "This Court must draw all reasonable inferences and resolve all factual disputes in Plaintiff's favor." Id.

A. Plaintiffs' allegations provide a basis for personal jurisdiction over Okori in Virginia.

"A court may exercise personal jurisdiction over a person ... as to a cause of action arising from the person's ... [t]ransacting any business in this Commonwealth." Va. Code Ann. § 8.01-328.1(A)(1). "Because [this] statute speaks of transacting *any* business, it is a single-act statute requiring only one transaction in Virginia to confer jurisdiction on [Virginia] courts." Nan Ya Plastics Corp. U.S.A. v. DeSantis, 237 Va. 255, 260 (1989). Indeed, "[t]he function of [Virginia's] long-arm statute is to assert jurisdiction over nonresidents who engage in some purposeful activity in Virginia, to the extent permissible under the Due Process Clause of the Constitution." Id. at 259. Consequently, "the statutory inquiry necessarily merges with the constitutional inquiry, and the two inquiries essentially become one." Massey Energy, 69 Va. Cir. at 121 (citation omitted).

Virginia courts find personal jurisdiction "where the defendant has a national interactive ecommerce website that generates a small amount of e-commerce sales in the forum state." *Thousand Oaks Barrel Co. v. Deep S. Barrels LLC*, 241 F. Supp. 3d 708, 716 (E.D. Va. 2017). In the online context, courts distinguish between "a 'passive' website, through which a defendant can only display information," and "an 'active' website," which "allows a defendant to enter into contracts, make transactions, and presents a much stronger case for the exercise of specific jurisdiction." *Robinson v. Bartlow*, No. 3:12-cv-00024, 2012 WL 4718656, at *5 (W.D. Va. Oct. 3, 2012) (citing *Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119, 1124 (W.D. Pa. 1997)); accord Malcolm v. Esposito, 63 Va. Cir. 440, 445 & n.1 (2003). "Because visitors to the [80P Builder] website can view products, prices, and place orders, it is best described as the 'active' variety." *Robinson*, 2012 WL 4718656, at *5 (citing *Zippo Mfg*, 952 F. Supp. at 1124). Personal jurisdiction is thus proper: "In cases where a defendant is 'clearly doing business through its web site in the forum state, and where the claim relates to or arises out of the web site, ... personal jurisdiction exists."" *Savvy Rest, Inc. v. Sleeping Organic, LLC*, No. 3:18-cv-00030, 2019 WL 1435838, at *5 (W.D. Va. Mar. 29, 2019) (citation ornitted).

Okori argues that personal jurisdiction is thwarted by 80P Builder's particular terms of use, Mem. 5-6, 9, but, crucially, Okori's argument depends on terms that *were not in effect* at the relevant time. The Amended Complaint alleges that Okori, of Charlotte, North Carolina, operated 80P Builder, either alone or with others, at least until March 1, 2021, when the website was apparently sold to Defendant Salvo Technologies, Inc., of Largo, Florida. See Am. Compl. ¶¶ 20-21, 115. And the Amended Complaint alleges that the firearm used to kill Calvin and Ersheen was sold to Burkard around February 1, 2021, and was shipped from Charlotte, North Carolina. Id. ¶¶ 91, 96. Plaintiffs previously filed with the Court the terms of use that appeared on the 80P Builder website (1) as of November 24, 2020 (i.e., before Okori sold the website), and (2) as of September 2023 (i.e., after Salvo bought the website). See Kamdang Decl. ¶¶ 19-20 & Exs. U-V.¹ Okori's argument that "title to the kit transferred ... in North Carolina" is based on the terms of use *currently posted* on the 80P Builder website, not the terms that were in effect as of February 2021, when Burkard purchased the ghost gun. Compare Mem. 5 (quoting Kamdang Decl., Ex. V), with Kamdang Decl. ¶ 20 (stating that Exhibit V contains "[t]he current terms of use" (emphasis added)), and id. Ex. V (including mailing address in Largo, Florida, which further demonstrates that these are the terms of use posted by the Largo-based Salvo, not by the Charlotte, North Carolina–based Okori). The language that Okori relies on, about when title to goods passes to the purchaser, was not present in the terms of use that were in effect when Burkard purchased the handgun kit. See Kamdang Decl., Ex. U. Okori's argument necessarily fails.²

Okori also argues that "[t]he mere operation of a website" is insufficient to establish personal jurisdiction without allegations that "Okori intentionally directed its website business to Virginians." Mem. 6. Okori relies on the jurisdictional test enunciated in *ALS Scan, Inc. v. Digital Service Consultants, Inc.*, 293 F.3d 707 (4th Cir. 2002), which allows for personal jurisdiction where the operator of a

¹ Plaintiffs filed the terms of use with the Court to demonstrate that 80P Builder's owners, both before and after Okori sold the site to Salvo, willingly did business with Virginia residents.

² Even if Salvo's terms of use had been in effect when the gun was sold to Burkard, Okori's argument would miss the mark. Okori relies on *Frizzell v. Danieli Corp.*, 81 Va. Cir. 427 (2010), see Mem. 5-6, but in *Frizzell*, the defendant did not have any customers in Virginia. 81 Va. Cir. at 429-30. In fact, it did not even have a website. *Id.* at 430. Rather, *after* the defendant had fulfilled its customer's order, the customer requested that the package be shipped to the customer's own customer, in Virginia. *Id.* at 429. In finding no personal jurisdiction, the court relied not just on the "free on board" shipping policy but also the fact that "at the time [the defendant] was preparing the order ... [it] had no knowledge that the boxes would be shipped to Virginia." *Id.* None of these facts is present here, where Okori sold the ghost-gun kit *directly* to a Virginia resident, see Am. Compl. ¶¶ 21, 91, 96, and was thus always aware that it was transacting business in Virginia.

website "directs electronic activity into the State … with the manifested intent of engaging in business or other interactions within the State." *Id.* at 714. As the court explained in *Thousand Oaks*, "setting up an interactive e-commerce website accessible to Virginia residents, accepting payment from Virginia residents for e-commerce purchases, and shipping multiple products to Virginia residents" is enough to establish personal jurisdiction under the *ALS Scan* test. *Thousand Oaks*, 241 F. Supp. 3d at 717; *see also ALS Scan*, 293 F.3d at 713 (noting that personal jurisdiction is proper "where a defendant clearly does business over the Internet" (quoting *Zippo Mfg.*, 952 F. Supp. at 1124)). And that is exactly what Plaintiffs have alleged—that Okori operated a website that was accessible to residents of Virginia and through that website did in fact sell and ship ghost-gun kits to residents of Virginia. *See* Arn. Compl. ¶ 20-21, 81, 136, 176, 191.

Moreover, a "lack of ads targeted at Virginia ... does not change the fact that [Okori] used its website to reach into Virginia to do business there." *Thousand Oaks*, 241 F. Supp. 3d at 716-17. *Contra* Mem. 7. In arguing to the contrary, Okori relies on *defamation* cases, Mem. 6-7, where the defendants' alleged conduct did not involve selling or shipping products into the forum state but simply publishing defamatory content online, *see Mireskandari v. Daily Mail & Gen. Tr. PLC*, 105 Va. Cir. 370, 2020 WL 8837630, at *1 (2020); *Young v. New Haven Advoc.*, 315 F.3d 256, 258 (4th Cir. 2002). "Such passive Internet activity" indeed "does not generally" give rise to personal jurisdiction. *ALS Scan*, 293 F.3d at 714. But an "interactive e-commerce website is not 'passive"; it is "plainly interactive, and ... there is no doubt that such websites satisfy the purposeful availment requirement of specific jurisdiction." *Thousand Oaks*, 241 F. Supp. 3d at 716 (citing *Zippo Mfg.*, 952 F. Supp. at 1125-26).

Next, Okori seems to argue that due process requires "substantial correspondence and collaboration between the parties." Mem. 9 (quoting UMG Recordings, Inc. v. Kurbanov, 963 F.3d 344, 354 (4th Cir. 2020)). But that is incorrect. "[S]ubstantial correspondence and collaboration between the parties" is one way to establish that the claims "arise out of activities directed at the forum," UMG

Recordings, 963 F.3d at 354 (quoting Tire Eng'g & Distrib., LLC v. Shandong Linglong Rubber Co., 682 F.3d 292, 303 (4th Cir. 2012)), but it is not the only way. See Tire Eng'g, 682 F.3d at 303. More straightforwardly, "[w]here activity in the forum state is 'the genesis of [the] dispute,' this prong is easily satisfied." UMG Recordings, 963 F.3d at 354 (alteration in original) (quoting Tire Eng'g, 682 F.3d at 303). That is the case here; Okori sold and shipped a ghost-gun-building kit to Burkard in Virginia, and Burkard completed and assembled and then used that firearm to kill Plaintiffs' decedents. See Am. Compl. ¶¶ 2-4, 14, 96, 105-14. Okori's suggestion that Plaintiffs' claims do not arise out of activities directed at the forum state is meritless. Cf. Thousand Oaks, 241 F. Supp. 3d at 716 ("[Defendant] directed electronic activity into Virginia ... when it set up an interactive e-commerce website accessible to Virginia residents and used that website to fulfill Virginia customers' Internet purchases.").

Finally, Okori argues that because Plaintiffs have not alleged that any of Okori's members are residents of Virginia, "it is *likely* that having to travel to Virginia for trial or other discovery or hearings would be a special hardship." Mem. 10 (emphasis added). Okori, which is headquartered in the neighboring state of North Carolina, Am. Compl. ¶ 20, offers no evidence or testimony to illustrate or substantiate the "special hardship" that would "likely" be involved in litigating this case in Virginia. *See* Mem. 10. The mere fact of being from another state cannot be enough to negate personal jurisdiction, or the long-arm statute would be a nullity. This Hail Mary falls short.

B. In the alternative, Plaintiffs should be permitted to take jurisdictional discovery.

If the Court determines that Plaintiffs' allegations may not be sufficient to establish personal jurisdiction, Plaintiffs should be allowed to pursue jurisdictional discovery to determine the volume and nature of the transactions that Okori engaged in with Virginia residents. Accordingly, in the event that the Court is considering granting Okori's motion, Plaintiffs request in the alternative that the Court authorize jurisdictional discovery, *see* Va. Code Ann. § 8.01-277.1(B)(3), and defer ruling on the motion until such discovery is completed and the additional facts uncovered are put before the Court.

CONCLUSION

For the foregoing reasons, Defendant Okori's motion to dismiss should be denied. In the alternative, the motion should be stayed and discovery authorized into the number of sales that Okori has made to Virginia residents through the 80P Builder website.

Dated: January 12, 2024

RYTOWN I

Eric Tirschwell* Len Hong Kamdang* Carly Lagrotteria* 450 Lexington Ave., Fl. 2 #4184 New York, NY 10017 P: 646-324-8222 etirschwell@everytown.org lkamdang@everytown.org clagrotteria@everytown.org

Andrew Nellis* P.O. Box 14780 Washington, DC 20044 P: 202-517-6621 anellis@everytown.org

* admitted pro hac vice

Respectfully submitted,

PLC WEINER, SPIVEY & MULLER

Edward L. Weiner, VSB #19576 Lawson D. Spivey III, VSB #42411 Eugene C. Miller, VSB #24678 Paul R. Pearson, VSB #18730 10605 Judicial Drive, Suite B6 Fairfax, VA 22030 P: 703-273-9500; F: 703-273-9505 eweiner@wsminjurylaw.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's Memorandum of Points and Authorities in

Opposition to Defendant Okori, LLC's Motion to Dismiss and, in the Alternative, Requesting

Jurisdictional Discovery was served via electronic filing with the Fairfax County Circuit Court

on this 12th day of January, 2024 to the following:

Kaiser PLLC,-BUL USA, LLC by special appearance

William Pittard, VSB #47294 Amelia J. Schmidt, pro hac vice Noah Brozinsky, pro hac vice 1099 14th Street, NW, 8th Floor West Washington, D.C. 20005 P: 202-640-2850; F: 202-280-1034 wpittard@kaiserlaw.com aschmidt@kaiserlaw.com

Cooper & Kirk, PLLC-Salvo Technologies by special appearance

Michael Weitzner, VSB #45049 Brian Barnes, pro hac vice David H. Thompson, pro hac vice 1523 New Hampshire Ave., NW Washington, D.C. 20009 P: 202-220-9600; F: 202-220-9601 mweitzner@cooperkirk.com

Bradley Arant Boult Cummings LLP-Polymer80 by special appearance

David T. Long, Jr. VSB #89870 1615 L Street, NW, Suite 1350 Washington, D.C. 20036 P: 202-719-8239; F: 202-347-1684 dlong@bradley.com Willcox & Savage, P.C.-Polymer 80, Inc. by special appearance

Kevin L. Keller, VSB #30731 Patrick D. Blake, VSB #45194 Bryn L. Clegg, VSB #96923 440 Monticello Avenue, Ste. 2200 Norfolk, VA 23510 P: 757-628-5500 F: 757-628-5566 kkeller@wilsav.com pblake@wilsav.com bclegg@wilsav.com

and by U.S. Mail, postage prepaid to:

Zackary Thomas Burkard ID Number 2108907 Pocahontas State Correctional Center 317 Old Mountain Road Pocahontas, VA 24635-0518

Wind Edward L. Weiner

Edward L. weiner

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR FOR THE ESTATE OF CALVIN VAN PELT, et al.,

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CASE NO: CL2023-06260

SALVO TECHNOLOGIES, INC., d/b/a 80P BUILDER, et al.,

Defendants

DECLARATION OF LEN KAMDANG

I, Len Kamdang, declare:

1. I am the Director of Litigation Strategy and Trials at Everytown Law, admitted to practice in this court pro hac vice and counsel for Plaintiff Joshua Everett Bushman, Administrator for the Estate of Calvin Van Pelt, and for Plaintiff Joshua Everett Bushman, Administrator for the Estate of Ersheen Elaiaiser, in this action.

2. On or around March 8, 2016, articles of organization forming BUL USA, LLC were filed with the North Carolina Secretary of State. The filing indicates that the registered agent of the LLC was Jesse Sousana and that his address was 1200 Kingscross Dr., Charlotte, N.C. The articles of organization are attached as **Exhibit A** hereto.

3. According to public ATF records available at https://www.atf.gov/firearms/listingfederal-firearms-licensees ("Public ATF Records"), in or around June 2016, BUL USA applied for and obtained a federal firearms license (FFL) from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for a business located at 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's address—with a phone number of (818) 968-2774. An excerpt from the ATF's June 2016 federal firearms listings is attached as **Exhibit B** hereto. 4. On or around January 5, 2017, articles of organization forming Okori, LLC were filed with the North Carolina Secretary of State. The filing indicated that Okori's principal office was located at 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's address, and that of BUL USA—and had a phone number of (818) 968-2774, the same as BUL USA's. The articles of organization are attached as **Exhibit C** hereto.

5. Based on images from Google Maps, 1200 Kingscross Dr.—the one-time address of Mr. Sousana, BUL USA, and Okori—appears to be a single-family home in a residential neighborhood. An image of the building is attached as **Exhibit D** hereto.

6. On or around November 22, 2017, Jesse Sousana filed BUL USA's 2017 annual report with the North Carolina Secretary of State. The report described the nature of BUL USA's business as the "[i]mportation and sale of hunting and sporting pistol parts." The report indicated that Mr. Sousana was BUL USA's only company official and served as both the chief executive officer and the registered agent. The report stated that BUL USA's principal office was located at 338 S. Sharon Amity Rd., Charlotte, N.C., which is the address of UPS Store #1247, located just one mile from Mr. Sousana's residence at 1200 Kingscross Dr. The phone number for BUL USA's principal office was listed as (818) 968-2774, the same as Okori's. The annual report is attached as **Exhibit E** hereto, and a copy of the UPS Store's website is attached as **Exhibit F** hereto.

7. On or around April 3, 2018, Jesse Sousana filed Okori's 2018 annual report with the North Carolina Secretary of State. The report described the nature of Okori's business as "[w]holesale and retail of machine parts." The report indicated that Mr. Sousana was Okori's only company official and served as both the chief executive officer and the registered agent. The report stated that Mr. Sousana's address and Okori's principal office address were now both 4208 South Blvd., Unit J, Charlotte, N.C. The annual report is attached as **Exhibit G** hereto. 8. Since 2018, a business operating as "80P Builder" has maintained a webstore at 80pbuilder.com, selling pistol kits and parts to consumers. Early versions of the 80pbuilder.com website stated that 80P Builder was located at 4208 South Blvd., Charlotte, N.C. According to public WHOIS databases, the 80pbuilder.com domain name was anonymously registered on March 9, 2018. An archived copy of 80pbuilder.com is attached as **Exhibit H** hereto.

9. According to Public ATF Records, between August 1, 2018, and January 31, 2019, BUL USA registered "80PBuilder" as a trade name for its FFL. An excerpt from the ATF's February 2019 federal firearms listings is attached as **Exhibit I** hereto.

10. On or around February 15, 2019, Jesse Sousana filed Okori's 2019 annual report with the North Carolina Secretary of State. This report was substantively identical to Okori's 2018 report. The 2019 annual report is attached as **Exhibit J** hereto.

11. According to Public ATF Records, between April 1 and May 31, 2019, BUL USA informed the ATF that its mailing address was now 4208 South Blvd., Unit J, Charlotte, N.C—the address that appeared on the 80P Builder website, as well as on Okori's annual report. An excerpt from the ATF's June 2019 federal firearms listings is attached as **Exhibit K** hereto.

12. According to Public ATF Records, between October 1 and November 30, 2019, BUL USA applied for and obtained a renewal of its "80PBuilder" FFL, maintaining its 1200 Kingscross Dr. business address and its 4208 South Blvd. mailing address. BUL USA maintained this FFL through September 2021. Excerpts from the ATF's December 2019 and September 2021 federal firearms listings are attached respectively as **Exhibit L** and **Exhibit M** hereto.

13. On or around November 22, 2019, Jesse Sousana filed BUL USA's 2018 and 2019 annual reports with the North Carolina Secretary of State. These reports were identical to each

other and substantively identical to BUL USA's 2017 report. These annual reports are attached respectively as **Exhibit N** and **Exhibit O** hereto.

14. On or around November 23, 2019, Jesse Sousana filed a certificate with the Mecklenberg County (North Carolina) Register of Deeds registering "80pbuilder" as an assumed business name for BUL USA. The certificate indicated that the nature of the business was "[f]irearms and parts purchase and sale" and that its principal place of business was 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's residence. The certificate is attached as **Exhibit P** hereto.

15. On or around April 19, 2020, Jesse Sousana filed Okori's 2020 annual report with the North Carolina Secretary of State. This report was substantively identical to Okori's previous reports, except that it now listed Mr. Sousana's address (in his capacity as registered agent) as 4128 South Blvd., Unit B2, Charlotte, N.C. The report stated that the address of Okori's principal office remained 4208 South Blvd., Unit J, Charlotte, N.C. The report is attached as **Exhibit Q** hereto.

16. Based on publicly available images, 4208 South Blvd., Unit J, and 4128 South Blvd., Unit B2, are located in a single business park, and their loading docks face each other. Images of the units are attached as Exhibit R and Exhibit S hereto.

17. On or around June 12, 2020, Jesse Sousana filed BUL USA's 2020 annual report with the North Carolina Secretary of State. This report was substantively identical to BUL USA's previous reports, except that it now stated that the address of BUL USA's principal office was 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's residence. The report is attached as **Exhibit T** hereto. 18. For the Court's convenience, attached hereto as Appendix 1 is a summary of the connections between 80P Builder, BUL USA, and Okori.

19. According to the terms and conditions posted on 80pbuilder.com as of November 24, 2020, 80P Builder "ship[s] within the United States and Puerto Rico." These terms and conditions do not contain any restrictions on sales or shipments to Virginia (or any other state). These terms and conditions are attached as **Exhibit U** hereto.

20. The terms of use currently posted on 80pbuilder.com contain restrictions on shipments to several different states but still mention no restrictions on sales or shipments to Virginia. The current terms of use are attached as **Exhibit V** hereto.

21. Based on a photo from Zackary Burkard's criminal case file, it appears that, on or around February 1, 2021, a package was shipped to Mr. Burkard at his home in Springfield, Virginia. The package indicated that it was sent by "80PB," with a return address of 4128 South Blvd., Ste. B2, Charlotte, N.C.—one of Mr. Sousana's business-park units. The photo is attached as **Exhibit W** hereto. Mr. Burkard has represented through counsel that the package contained the kit used to assemble the ghost gun at the center of this litigation and that he ordered it from 80P Builder.

22. According to the website of the North Carolina Secretary of State, none of the names "80P Builder," "80PBuilder," or "80PB" have been registered as assumed business names in the State of North Carolina other than by BUL USA.

23. According to public ATF records, none of the names "80P Builder," "80PBuilder," or "80PB" have been registered with the ATF during the relevant time frame other than by BUL USA.

24. On or around February 25, 2021, Salvo Technologies, Inc. applied to register the fictitious name "80P Builder" with the Florida Secretary of State. A copy of the application is attached as **Exhibit X** hereto.

25. On or around December 21, 2022, Jesse Sousana filed articles of dissolution for BUL USA with the North Carolina Secretary of State. The document indicated that the "effective date" of the dissolution was June 13, 2020—the day after Mr. Sousana had filed BUL USA's 2020 annual report. The articles of dissolution are attached as **Exhibit Y** hereto.

26. I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 12, 2023

/s/ Len Kamdang

Len Kamdang

Appendix 1

Connections Between Defendant BUL USA, LLC and 80P Builder

- "80PBUILDER" was the registered trade name on BUL USA's federal firearms license (FFL) between 2019 and 2021
- "80pbuilder" was registered as an assumed business name for BUL USA in North Carolina in November 2019
- BUL USA's FFL mailing address, from no later than June 2019 until September 2021, appeared as 80P Builder's address on 80pbuilder.com as recently as December 5, 2019

Connections Between Defendant BUL USA, LLC and Proposed Defendant Okori, LLC

- BUL USA and Okori each had only one company official: their CEO, Jesse Sousana
- BUL USA and Okori used the same addresses:
 - BUL USA's FFL premises address (2016–2021) was the same as Okori's initial principal office (in 2017): 1200 Kingscross Dr., Charlotte, N.C.
 - BUL USA's FFL mailing address (2019–2021) was the same as Okori's subsequent principal office (2018–2020): 4208 South Blvd., Unit J, Charlotte, N.C.
- BUL USA and Okori used the same telephone number
- BUL USA and Okori had the same registered agent: Mr. Sousana



State of North Carolina Department of the Secretary of State

SOSID: 1503290 Date Filed: 3/8/2016 2:22:00 PM Elaine F. Marshall North Carolina Secretary of State C2016 068 00731

Limited Liability Company ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

- 1. The name of the limited liability company is: BUL USA, LLC
- (See Item Iof the Instructions for appropriate entity designation)
 The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)

LegalZoom.com, Inc., as Organizer

101 N. Brand Blvd., 11th Floor

Glendale, CA 91203

- 3. The name of the initial registered agent is: Jesse Shie Sousana
- 4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 1200 Kingscross Dr.

| City Charlotte | State: NC | Zip Code: 28211 | County: Mecklenburg |
|----------------|-----------|-----------------|---------------------|
| On j | | | Country. |

 The <u>mailing address</u>, if different from the street address, of the initial registered agent office is: Number and Street

City_____ State: <u>NC</u> Zip Code: _____ County: _____

- 6. Principal office information: (Select either a or b.)
 - a. The limited liability company has a principal office.

The principal office telephone number:

The street address and county of the principal office of the limited liability company is:

Number and Street _____ Sharon Amity Rd.

City Charlotte State: NC Zip Code: 28211 County: Mecklenburg

| Number and Street | | | e an su constante a survey o deservation age |
|---|--|--|--|
| City | State: | Zip Code: | County: |
| b. [] The limited lia | ability company does r | not have a principal off | īce. |
| Any other provisions are attached. | which the limited liab | vility company elects to | include (e.g., the purpose of the entity) |
| The Secretary of Sta cost when a docume | ate's Office will e-mai ent is filed. The e-mai | I the business automation is a set of the business automatic indication in the set of th | cally at the address provided above at no viewable on the website. For more tions for this document. |
| These articles will be | e effective upon filing, | unless a future date is | specified: |
| | | | Signature ey, Assistant Secretary, LegalZoom.com, Inc., r Print Name and Title |
| e below space to be used if | more than one organiz | ær or member is listed | in Item #2 above. |
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| ne below space to be used if s | more than one organiz | zer or member is listed | in Item #2 above. Signature |
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| Signature | | | Signature |
| Signature Type and Print Name | and Title | Type ar | Signature d Print Name and Title |
| Type and Print Name Signature Type and Print Name NOTES: | and Title | Type ar | Signature d Print Name and Title Signature d Print Name and Title |

EXHIBIT B

88

List of Federal Firearms Licensees (FFLs) June 2016

| Row | Lic Re | an Lic D | st Lic | Cnty | Lic Type | Lic Xprdte | Lic Segn | License Name | Business Name | Premise Street | Premise City | Premise State | Premise Zip Code | MailStreet | Mall City | Mail State | Mail Zip Code | Voice Phone |
|-------|--------|----------|--------|------|----------|------------|----------|--------------|---------------|-------------------|--------------|---------------|------------------|-----------------------------|-----------|------------|---------------|-------------|
| 14053 | 11 | 156 | 111 | 9 | 80 | 9F | 11354 | BUL USA LLC | KLONIMUS | 1200 KINGCROSS DR | CHARLOTTE | NC | 28211 | 338 S SHARON AMITY PMB #306 | CHARLOTTE | INC | 28211 | 8189682774 |
| | | | | | | | | | | | | | | | | | | |

c

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EXHIBIT C

State of North Carolina Department of the Secretary of State

SOSID: 1564540 Date Filed: 1/5/2017 5:51:00 PM Elaine F. Marshall North Carolina Secretary of State C2017 005 00432

Limited Liability Company ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

| 1 | The name of the | limited liability | company is: | Okori, LLC |
|---|-----------------|-------------------|-------------|------------|
|---|-----------------|-------------------|-------------|------------|

(See Item Iof the Instructions for appropriate entity designation)
 The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)

LegalZoom.com, Inc., as Organizer

101 N. Brand Blvd., 11th Floor

Glendale, CA 91203

3. The name of the initial registered agent is: United States Corporation Agents, Inc.

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 6135 Park South Drive, Suite 510

City Charlotte State: NC Zip Code: 28210 County: Mecklenburg

5. The <u>mailing address</u>, if different from the street address, of the initial registered agent office is: Number and Street

City_____ State: <u>NC</u> Zip Code: _____ County: _____

6. Principal office information: (Select either a or b.)

a. I The limited liability company has a principal office.

The principal office telephone number: (818) 968-2774

The street address and county of the principal office of the limited liability company is:

Number and Street 1200 Kingscross Dr

City Charlotte State: NC Zip Code: 28211 County: Mecklenburg

CORPORATIONS DIVISION (Revised January 2014)

| The mailing | address, if different from | the street address, | , of the princip | oal office of the company is: | |
|--|---|--|---------------------------------|--|--------------------|
| Number and | Street | - water and the second | | | _ |
| City | State: | Zip Cod | e: | _ County: | <u>.</u> |
| b. 🗌 The li | nited liability company do | es not have a prin | cipal office. | | |
| 7. Any other pro are attached. | ovisions which the limited | liability company | elects to inclu | ide (e.g., the purpose of the e | entity) |
| The Secretar cost when a | lease provide a business e y of State's Office will e- document is filed. The e- on why this service is offe | mail the business mail provided wil | automatically I not be viewa | at the address provided abov ble on the website. For more for this document. | ve at no e |
| 9. These article | s will be effective upon fil | ing, unless a futur | e date is speci | fied: | |
| he below space to be | used if more than one org | | ne Moseley, As Type or Prin | Signature ssistant Secretary, LegalZoom, nt Name and Title em #2 above. | com, Inc., Organiz |
| Sign | ature | | Si | gnature | |
| Type and Prin | t Name and Title | · · · · · · | Type and Pri | nt Name and Title | |
| Sig | ature | | S | ignature | |
| Type and Prin | t Name and Title | | Type and Pri | nt Name and Title | |
| NOTES: 1. Filing fee is : | \$125. This document mu | st be filed with th | ne Secretary | of State. | |
| CORPORATIONS DIV (Revised January 2014) | |). Box 29622 2 | | RALEIGH, NC 27626-0622 (Form L-01) | |

-

1

EXHIBIT D



EXHIBIT E



LIMITED LIABILITY COMPANY ANNUAL REPORT

| NAME OF LIMITED LIABILITY COMPANY: | BUL USA, LLC | | | | | |
|--|--------------------------|--|--|--|--|--|
| SECRETARY OF STATE ID NUMBER: 1503290 | STA | TE OF FORMATION: NC | Filing Office Use Only | | | |
| REPORT FOR THE YEAR: 2017 | | | E-Filed Annual Report 1503290 CA201732601418 11/22/2017 08:15 | | | |
| SECTION A: REGISTERED AGENT'S INFORMA | TION | | Changes | | | |
| 1. NAME OF REGISTERED AGENT: Sous | ana, Jesse Shie | - | | | | |
| 2. SIGNATURE OF THE NEW REGISTEREI | DAGENT: | | | | | |
| | S | SIGNATURE CONSTITUTES CONSENT TO THE | APPOINTMENT | | | |
| 3. REGISTERED OFFICE STREET ADDRES | S & COUNTY | 4. REGISTERED OFFICE MAILING | G ADDRESS | | | |
| 1200 Kingscross Dr. | | 1200 Kingscross Dr. | | | | |
| Charlotte, NC 28211 Mecklenburg C | ounty | Charlotte, NC 28211 | | | | |
| | | | | | | |
| SECTION B: PRINCIPAL OFFICE INFORMATIO | | | | | | |
| 1. DESCRIPTION OF NATURE OF BUSINE | ss: <u>Importation a</u> | nd sale of hunting and sporting pist | ol parts | | | |
| 2. PRINCIPAL OFFICE PHONE NUMBER: | 1-818-968-2774 | 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction | | | | |
| 4. PRINCIPAL OFFICE STREET ADDRESS | & COUNTY | 5. PRINCIPAL OFFICE MAILING A | ADDRESS | | | |
| 338 S Sharon Amity Rd | | 338 S Sharon Amity Rd | | | | |
| Charlotte, NC 28211 | | Charlotte, NC 28211 | | | | |
| | | | | | | |
| SECTION C: COMPANY OFFICIALS (Enter addit | ional Company Officia | als in Section E.) | | | | |
| NAME: Jesse Shie Sousana | NAME: | NAME: | | | | |
| TITLE: Chief Executive Officer | | TITLE: | | | | |
| ADDRESS: | ADDRESS: | ADDRESS: | | | | |
| 1200 Kingcross Sr. | | | | | | |
| Charlotte, NC 28211 | | | | | | |
| | | | | | | |
| SECTION D: CERTIFICATION OF ANNUAL RE | PORT. Section D m | ust be completed in its entirety by a pe | rson/business entity. | | | |
| Jesse Shie Sousana | | 11/22/2017 | | | | |
| SIGNATURE Form must be signed by a Company Official listed under Se | ection C of this form. | DAT | E | | | |
| Jesse Shie Sousana | | Chief Executive Officer | | | | |
| Jesse Shie Sousana | | | | | | |

EXHIBIT F



Professional Shipping and Packing Services to Help You be Unstoppable

The UPS Store Cotswold Village Shops

• Open Now • Closes at 7:00 PM



Get directions, store hours & UPS pickup times. If you need printing, shipping, shredding, or mailbox services, visit us at 338 S Sharon Amity Rd. Locally owned and operated.

338 S Sharon Amity Rd Charlotte, NC 28211

Cotswold Village Shops Corner Of Sharon Amity Rd & Randolph Rd

- (704) 365-4752
- (704) 365-4757
- store1247@theupsstore.com
- Estimate Shipping Cost
- Contact Us

Hours of Operation

Store Hours

Open Now - Closes at 7:00 PM 🗸

UPS Air Pickup Times

Last Pickup Today at 6:00 PM 🗸

9/8/23, 11:57 AM

The UPS Store | Ship & Print Here > 338 S Sharon Amity Rd

UPS Ground Pickup Times

Last Pickup Today at 5:30 PM 🗸



We Pack it. We Ship it. We Guarantee it.

Trust the Certified Packing Experts® to do the job for you so your items arrive safely and intact. Plus, take advantage of the <u>Pack & Ship Guarantee</u>

Packing & Shipping Boxes

Ship Confidently

We'll do the packing, you take the credit. We can pack just about anything to help ensure your items arrive intact.

All Shipping & Packing Services

Shipping Services

Pack & Ship Guarantee

We pack it. We ship it. We guarantee it.

When you have The UPS Store pack and ship your items you get the benefit of The UPS Store Pack & Ship Guarantee. When we pack and ship your items using materials purchased from The UPS Store, we'll cover the cost of packing and shipping plus the value of your items, if lost or damaged*.

The Pack & Ship Guarantee offers peace of mind and is only available at The UPS Store.

* See Full Details

Certified Packing Experts

When it comes to cushioning and protecting your shipments, there's nothing The UPS Store Certified Packing Experts® can't handle. We are trained in advanced packing techniques and specialize in properly packing fragile, high-value, large and odd-shaped items. If you're looking to ship electronics, artwork, antiques or luggage.

Stop by The UPS Store on 338 S Sharon Amity Rd today.

PACKING & SHIPPING BOXES >

UPS Shipping in Charlotte

The UPS Store located at 338 S Sharon Amity Rd offers a full range of UPS® shipping services for destinations within the United States.

- UPS Next Day Air®
- UPS 2nd Day Air®
- UPS 3 Day Select®
- UPS® Ground

Not sure how to pack your shipment? Don't worry, The UPS Store Certified Packing Experts® can take care of that for you so you can stop in and ship out with confidence. Come visit us today!

ESTIMATE SHIPPING COST >

Products and Services

Whether you're shipping to family and friends or filling orders, we've got you covered.



Printing

You can count on the printing professionals at The UPS Store Charlotte to help you make a lasting impression. We offer a wide range of printing and copying services to help you promote your small business or prepare for your personal event or presentation. Place your order online or stop by our store to get started.

START ONLINE PRINT ORDER >



Shipping & Packing

The UPS Store is your professional packing and shipping resource in Charlotte. We offer a range of domestic, international and freight shipping services as well as custom shipping boxes, moving boxes and packing supplies. The UPS Store Certified Packing Experts at 338 S Sharon Amity Rd are here to help you ship with confidence.

ESTIMATE SHIPPING COST >



Mailboxes

When you open a mailbox at The UPS Store, you get a lot more than just a box with a key. You'll get package acceptance from all shipping carriers, mail receipt notifications, and a real street address in 28211, not just a PO Box #. Apply today.

MAILBOX SERVICES >



Additional Services

Notary ServicesShredding ServicesPassport Photos

House Accounts

https://locations.theupsstore.com/nc/charlotte/338-s-sharon-amity-rd
Faxing & Scanning

Additional Services

About The UPS Store Cotswold Village Shops

ABOUT

STORE SERVICES

The UPS Store Cotswold Village Shops

The UPS Store in Charlotte, NC is here to help individuals and small businesses by offering a wide range of products and services. We are locally owned and operated and conveniently located at 338 S Sharon Amity Rd.

While we're your local packing and shipping experts, we do much more. The UPS Store is your local print shop in 28211, providing professional printing services to market your small business or to help you complete your personal project or presentation. We offer secure mailbox and package acceptance services, document shredding, office and mailing supplies, faxing, scanning and more. Everything for your small business, even shipping.

Read More 🗸

Areas Served

Charlotte, N,C. 28211

Accepted Payments

- American Express
- Google PayTM
- Apple Pay®
- Cash
- Check

9/8/23, 11:57 AM

- Discover
- MasterCard
- Samsung Pay[®]
- Visa

Store Features

- Wheelchair Accessible Entrance
- Wheelchair Accessible Restroom
- · Wheelchair Accessible Seating
- Wi-Fi
- LGBTQ+ Friendly
- Transgender Safespace
- Curbside Pickup



Wilburn Sanders

Franchise Owner

Locally Owned & Operated in Charlotte

Contact Us

Connect with Us

The UPS Store | Ship & Print Here > 338 S Sharon Amity Rd

Join Our Mailing List

Sign up for insider access to The UPS Store® news and special offers and you'll save 15% on your next online print order.

Provide Email

Enter Email

Are you a small business owner?



I agree to the Terms & Conditions 🍸

By signing up, you agree to receive emails from The UPS Store with news, special offers, promotions and messages tailored to your interests. You can unsubscribe at any time. See our privacy policy for more information. Retail locations are independently owned and operated by franchisees. Various offers may be available at certain participating locations only. Please contact your local The UPS Store retail location for more details.

Nearby The UPS Store Locations

The UPS Store Southpark at Foxcroft Center

Open Now - Closes at 7:00 PM

- 7804-C Fairview Rd Charlotte, NC 28226
- <u>(704) 442-8190</u>

VIEW PAGE >

The UPS Store Selwyn Ave

Open Now - Closes at 6:30 PM

 2820 Selwyn Ave Ste 130 Charlotte, NC 28209 9/8/23, 11:57 AM

J (704) 338-1713

VIEW PAGE >

The UPS Store Midtown

Open Now - Closes at 7:00 PM

 601 S Kings Drive Ste F Charlotte, NC 28204

| 2 (704) | 900-5031 | L |
|---------|----------|---|
|---------|----------|---|

VIEW PAGE >

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Mailboxes

More Services

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<u>All Locations</u> > <u>NC</u> > <u>Charlotte</u> > 338 S Sharon Amity Rd

The UPS Store | Privacy Notice | Website Terms of Use | () High Contrast

Cookie Preferences & Do Not Share

EXHIBIT G



LIMITED LIABILITY COMPANY ANNUAL REPORT

| NAME OF LIMITED LIABILITY COMPANY: | Okori, LLC | | | | |
|---|--------------------------|------------------------------------|---|--|--|
| SECRETARY OF STATE ID NUMBER: 1564 | 540 STA | TE OF FORMATION: NC | Filing Office Use Only E - Filed Annual Report | | |
| REPORT FOR THE CALENDAR YEAR: 20 | 18 | | 1564540 CA201809308860 4/3/2018 09:28 | | |
| SECTION A: REGISTERED AGENT'S INFOR | MATION | | Changes | | |
| 1. NAME OF REGISTERED AGENT: S | ousana, Jesse | | 4 | | |
| 2. SIGNATURE OF THE NEW REGISTER | RED AGENT: | | | | |
| | | IGNATURE CONSTITUTES CONSE | NT TO THE APPOINTMENT | | |
| 3. REGISTERED OFFICE STREET ADDR | ESS & COUNTY | 4. REGISTERED OFFICE | E MAILING ADDRESS | | |
| 4208 South Blvd Unit J | | 4208 South Blvd Uni | t J, Charlotte NC, 28209 | | |
| Charlotte, NC 28209 Mecklenburg | County | Charlotte, NC 28209 | | | |
| SECTION B: PRINCIPAL OFFICE INFORMAT | ION | | | | |
| 1. DESCRIPTION OF NATURE OF BUSI | | nd retail of machine par | 's | | |
| 2. PRINCIPAL OFFICE PHONE NUMBER | | | | | |
| 4. PRINCIPAL OFFICE STREET ADDRES | | | MAIL: Privacy Redaction | | |
| | | 5. PRINCIPAL OFFICE M | | | |
| 4208 South Blvd Unit J, Charlotte | | 4208 South Blvd Uni | tJ | | |
| Charlotte, NC 28211 Mecklenburg | | Charlotte, NC 28211 | | | |
| 6. Select one of the following if appli The company is a veteran-o The company is a service-d | wned small business | | | | |
| SECTION C: <u>COMPANY OFFICIALS</u> (Enter ac | ditional company officia | ls in Section E \ | | | |
| | | | N/~. | | |
| NAME: Jesse Sousana TITLE: Chief Executive Officer | NAME: TITLE: | | ME: | | |
| Onier Executive Onicer | | | | | |
| ADDRESS: 4208 South Blvd Unit J | ADDRESS: | AU | DRESS: | | |
| Charlotte NC, 28211 Charlotte, NC 28211 | | | | | |
| SECTION D: CERTIFICATION OF ANNUAL | REPORT Section D m | ust be completed in its entire | ty by a nerson/husiness entity | | |
| Jesse Sousana | | | y by a percentious entity. | | |
| SIGNATURE Form must be signed by a Company Official listed under | r Section C of This form | 4/3/2018 | DATE | | |
| Jesse Sousana | | Chief Executive Officer | | | |
| Print or Type Name of Cor | | | ype Title of Company Official | | |
| This Annual Report has been filed electror MAIL TO: Secretary of State, Business R | | e Box 29525, Raleigh, NC 27626-052 | 5 | | |

EXHIBIT H



NEWEST AND HIGHEST RATED Best Selection of Top Quality Builder Kits, Barrels, and Slides



DIPLOMAT

\$449.99

SHOPNOW



80PB V2 Slide Black Cerakoted Vortex Viper cut 416 Stainless Steel for G19

\$219,99 SHOPNEY



80PB Complete Customized Upper Slide assembly G26 Compatible

¥ 4 年前日

Starting at \$307,67





Match Fluted 9mm Barrel for G19

\$129.99





BEST SELLING 80 PERCENT BUILDER KITS Complete Kits & Upper Assemblies



4 8 8 Starting at \$476.96 SHOPNEN



50 - E A Starting at: \$477.66

SHEPNEW



80PB Complete Customized Upper Slide assembly G17 Compatible 4.4.5.5.8

Startung at \$273.04

STOPANOW



80PB Complete Customized Upper Slide assembly G19 Compatible

1 # A S. C





80PB Complete Customized Upper Slide assembly 634 Compatible Starting at: \$409.96

SHOPNON



80PB Complete Customized Upper Slide assembly G26 Compatible $z \in C$

Starting at \$307.67

SUCCOMENTS

Welcome to 80 Percent Builder

80 Percent Builder is your premier source for high quality, high accuracy aftermarket polymer 80 kits and aftermarket gun parts that fit your Glock. All Orders are usually shipped next business day. We provide the best deals around for 80 percent kits and parts while working to support the rights of the firearms industry. Our commitment to high quality and accuracy is second to none. 80 Percent Builder is family owned and operated and dedicated to providing exceptional customer service.

We specialize in polymer 80 kits that include the frame, jig, rall system, drill bits, and more. We serve those who are seeking to complete their current build, or those who are looking for a complete bundled kit. We are always adding to our product offerings, so make us your one-stop shop for customizable kits and aftermarket gun parts.





DEALER INQUIRIES

MEDIA CENTER

G3

SHIPPING & RETURNS

HAVE QUESTIONS?

EXHIBIT I

List of Federal Firearms Licensees (FFLs) February 2019

| Row | Lic Re | gn Lic Dis | t Lic Cnty | Lic Type | Lic Xprdte | Lic Segn | License Name | Business Name | Premise Street | Premise City | Premise State | Premise Zip Code | Mail Street | Mail City | Mail State | Mail Zlp Code | Voice Phone |
|-------|--------|------------|------------|----------|------------|----------|--------------|----------------------|-------------------|--------------|---------------|------------------|-----------------------------|-----------|------------|---------------|-------------|
| 14170 | 1 | 56 | 119 | 08 | 9F | 11354 | BULUSALLC | SOPBUILDER | 1200 KINGCROSS DR | CHARLOTTE | NC | 28211 | 338 5 SHARON AMITY PMB #306 | CHARLOTTE | NC | 28211 | 8189682774 |
| | | | | | | | | | | | | | | | | | |

EXHIBIT J



LIMITED LIABILITY COMPANY ANNUAL REPORT

| NAME OF LIMITED LIABILITY COMPANY: Okori, LLC | | | | | |
|---|--|--|--|--|--|
| | TE OF FORMATION: NC | Filing Office Use Only E - Filed Annual Report 1564540 | | | |
| REPORT FOR THE CALENDAR YEAR: 2019 | | CA201904601999 2/15/2019 01:42 | | | |
| SECTION A: REGISTERED AGENT'S INFORMATION | | Changes | | | |
| 1. NAME OF REGISTERED AGENT: Sousana, Jesse | | 1 | | | |
| 2. SIGNATURE OF THE NEW REGISTERED AGENT: | | | | | |
| | IGNATURE CONSTITUTES CONSENT TO THE | | | | |
| 3. REGISTERED OFFICE STREET ADDRESS & COUNTY | 4. REGISTERED OFFICE MAILIN | | | | |
| 4208 South Blvd Unit J | 4208 South Blvd Unit J, Cha | rlotte NC, 28209 | | | |
| Charlotte, NC 28209 Mecklenburg County | Charlotte, NC 28209 | | | | |
| SECTION B: PRINCIPAL OFFICE INFORMATION | | | | | |
| 1. DESCRIPTION OF NATURE OF BUSINESS: Wholesale an | nd retail of machine parts | | | | |
| 2. PRINCIPAL OFFICE PHONE NUMBER: (818) 968-2774 x | 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction | | | | |
| 4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY | 5. PRINCIPAL OFFICE MAILING | ADDRESS | | | |
| 4208 South Blvd Unit J, Charlotte NC, 28209 | 4208 South Blvd Unit J | | | | |
| Charlotte, NC 28211 | Charlotte, NC 28211 | | | | |
| 6. Select one of the following if applicable. (Optional see The company is a veteran-owned small business The company is a service-disabled veteran-owned | | | | | |
| SECTION C: COMPANY OFFICIALS (Enter additional company official | s in Section E.) | | | | |
| NAME: Jesse Sousana NAME: | NAME: | | | | |
| TITLE: Chief Executive Officer TITLE: | TITLE: | | | | |
| ADDRESS: 4208 South Blvd Unit J ADDRESS: | ADDRESS: | | | | |
| Charlotte NC, 28211 | | | | | |
| Charlotte, NC 28211 | | | | | |
| SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D mi | ust be completed in its entirety by a pe | erson/business entity. | | | |
| Jesse Sousana | 2/15/2019 | | | | |
| SIGNATURE Form must be signed by a Company Official listed under Section C of This form. | DAT | E | | | |
| Jesse Sousana | Chief Executive Officer | | | | |
| Print or Type Name of Company Official This Annual Report has been filed electronically. | Print or Type Title of | Company Official | | | |

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

EXHIBIT K

List of Federal Firearms Licensees (FFLs) June 2019

| Row | Lic Regn | Lic Dist | Ulc Cnty | Uc Type | Lic Xprdte | Lic Segn | License Name | Business Name | Premise Street | Premise City | Premise State | Premise Zip Code | Mail Street | Mail City | Mail State | Mail Zip Code | Voice Phone |
|-------|----------|----------|----------|---------|------------|----------|--------------|----------------------|-------------------|--------------|---------------|------------------|------------------------|-----------|------------|---------------|-------------|
| 14105 | 11 | 56 | 119 | 08 | 9F | 11354 | BUL USA LLC | SOPBUILDER | 1200 KINGCROSS DA | CHARLOTTE | NC | 28211 | 4208 SOUTH BLVD UNIT J | CHARLOTTE | NC | 28209 | 8189682774 |
| | | | | | | | | | | | | | | | | | Terrettert |

EXHIBIT L

List of Federal Firearms Licensees (FFLs) December 2019

| Row | Lic Regn | Lic Dist | Lic Cnty | Lic Type | Lic Xprdte | Lic Segn | License Name | Business Name | Premise Street | Premise City | Premise State | Premise Zip Code | Mail Street | Mail City | Mail State | Mail Zip Code | Voice Phone |
|-------|----------|----------|----------|----------|------------|----------|--------------|---------------|-------------------|--------------|---------------|------------------|------------------------|-----------|------------|---------------|-------------|
| 14011 | 1 | 56 | 119 | 08 | 2F | 11354 | BUL USA LLC | SOPBUILDER | 1200 KINGCROSS DR | CHARLOTTE | NC | 28211 | 4208 SOUTH BLVD UNIT J | CHARLOTTE | NC | 28209 | 8189682774 |

EXHIBIT M

List of Federal Firearms Licensees (FFLs) September 2021

ROW LIC REGN LIC DIST LIC ONTY LIC TYPE LIC XPROTE LIC SEGN LICENSE NAME BUSINESS NAME PREMISE STREET PREMISE GTY PREMISE STATE PREMISE ZIP CODE MAIL STREET MAIL CITY MAIL STATE MAIL ZIP CODE VOICE PHONE 14704 | 1 56 | 119 | 08 | 2F | 11354 | BUL USA LIC | BOPBUILDER | 1200 KINGCROSS DR CHARLOTTE INC | 28212 | 4208 SOUTH BLVD UNIT J CHARLOTTE INC | 28209 | 8189682774

EXHIBIT N

.

| | SOSID: 1503290 Date Filed: 11/22/2019 11:59:00 PM Elaine F. Marshall North Carolina Secretary of State CA2019 326 00270 |
|--|---|
| NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC | |
| SECRETARY OF STATE ID NUMBER: 1503290 STATE | OF FORMATION: NC |
| REPORT FOR THE CALENDAR YEAR: 2018 2019 | |
| SECTION A: REGISTERED AGENT'S INFORMATION | Changes |
| 1. NAME OF REGISTERED AGENT: Jesse Shie Sousana | |
| 2. SIGNATURE OF THE NEW REGISTERED AGENT: | |
| SIC | NATURE CONSTITUTES CONSENT TO THE APPOINTMENT |
| 3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY | 4. REGISTERED AGENT OFFICE MAILING ADDRESS |
| 1200 Kingscross Dr. | 1200 Kingscross Dr. |
| Charlotte, NC 28211 Mecklenburg | Charlotte, NC 28211 Mecklenburg |
| | |
| SECTION B: PRINCIPAL OFFICE INFORMATION | |
| 1. DESCRIPTION OF NATURE OF BUSINESS: Importation ar | d sale of hunting and sporting pistol parts |
| 2. PRINCIPAL OFFICE PHONE NUMBER: 1-818-968-2774 | 3. PRINCIPAL OFFICE EMAIL: _ JESSA Sousana @ Gmath. |
| 4. PRINCIPAL OFFICE STREET ADDRESS | 5. PRINCIPAL OFFICE MAILING ADDRESS |
| 338 S Sharon Amity Rd | 338 S Sharon Amity Rd |
| Charlotte, NC 28211 Mecklenburg | Charlotte, NC 28211 Mecklenburg |
| | |
| 6. Select one of the following if applicable. (Optional see i The company is a veteran-owned small business | nstructions) |
| The company is a service-disabled veteran-owned | |
| The company is a service-disabled veterall-owned | sman business |
| SECTION C: COMPANY OFFICIALS (Enter additional company officials | in Section E.) |
| NAME: Jesse Shie Sousana NAME: | NAME: |
| TITLE: Chief Executive Officer TITLE: | |
| ADDRESS: ADDRESS: | ADDRESS: |
| 1200 Kingcross Sr. | |
| Charlotte, NC 28211 Mecklenburg | |
| SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D mu | st be completed in its entirety by a person/business entity. |
| line lin | 11/2/19 |
| SIGNATURE Forry must be stined by a Company Official listed under Section C of This form. | DATE |
| Trace Concerta | |
| JESSE SOUSAUA | $C \epsilon n$ |

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

EXHIBIT O

| | TY COMPAN | NY ANNUAL I | R North C | SOSID: 1503290 d: 11/22/2019 11:59:00 PM Elaine F. Marshall arolina Secretary of State 2019 326 00271 |
|--|----------------------------|------------------------------|----------------------|---|
| NAME OF LIMITED LIABILITY COMPANY: | BUL USA, LLC | | CA | |
| SECRETARY OF STATE ID NUMBER: 1503 | 290 STATE | OF FORMATION: NC | _ | Filing Office Use Only |
| REPORT FOR THE CALENDAR YEAR: 20 | 18 \$ 2019 | | | |
| SECTION A: REGISTERED AGENT'S INFORM | | | | Changes |
| 1. NAME OF REGISTERED AGENT: Je | sse Shie Sousana | | | |
| 2. SIGNATURE OF THE NEW REGISTER | ED AGENT: | | | |
| | SIG | NATURE CONSTITUTES CONST | ENT TO THE APPO | INTMENT |
| 3. REGISTERED AGENT OFFICE STREE | T ADDRESS & COUNTY | 4. REGISTERED AGEN | T OFFICE MAI | ING ADDRESS |
| 1200 Kingscross Dr. | 1 | 1200 Kingscross Dr. | | |
| Charlotte, NC 28211 Mecklenburg | | Charlotte, NC 2821 | i Mecklenbu | irg |
| SECTION B: PRINCIPAL OFFICE INFORMATI | IESS: Importation ar | nd sale of hunting and | sporting pis | tol parts |
| 2. PRINCIPAL OFFICE PHONE NUMBER | : <u>1-818-968-2774</u> | 3. PRINCIPAL OFFICE | EMAIL: 34 | SSA SOUSALA @ GMATL. |
| 4. PRINCIPAL OFFICE STREET ADDRES | S | 5. PRINCIPAL OFFICE | | RESS |
| 338 S Sharon Amity Rd | | 338 S Sharon Amity | Rđ | |
| Charlotte, NC 28211 Mecklenburg | | Charlotte, NC 2821 | 1 Mecklenbu | Irg |
| 6. Select one of the following if applied of the company is a veteran-o The company is a service-di | wned small business | | | |
| SECTION C: COMPANY OFFICIALS (Enter ad | ditional company officials | in Section E.) | | |
| NAME: Jesse Shie Sousana | NAME: | N | AME: | |
| TITLE: Chief Executive Officer | | ΤΙ | TLE: | |
| ADDRESS: | ADDRESS: | A | | |
| 1200 Kingcross Sr. | | | - CARLES - L | |
| Charlotte, NC 28211 Mecklenburg | | | | |
| SECTION D: CERTIFICATION OF ANNUAL | REPORT. Section D mus | st be completed in its entir | ety by a person / | /business entity. |
| Mulin | | 11/21/ | 19 | |
| SIGNATURE Forormust be skined by a Company Official listed unde | r Section C of This form. | | DATE | |
| JESSE SOUSAUS | 2 | | 620 | |
| Print or Type Name of Con SUBMIT THIS ANNUAL REPORT WITH T | | | Type Title of Comp | any Official |

par runs at your

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

EXHIBIT P



ASSUMED BUSINESS NAME CERTIFICATE (NCGS §66-71.5)

Please print legibly.

1. The assumed business name is: 80pbuilder

Returned to Customer

(You may include no more than five (5) assumed business names on this form.)

 The real name of the person or entity engaging in business under the assumed business name is: BUL USA, LLC 1503290

(Corporations, LLC's, limited partnerships must provide the <u>exact</u> name registered with the NC Secretary of State's office and the <u>SOSID number</u> assigned at the time of formation. Go to <u>www.sosnc.gov/br/search</u> to look up your information.)

- 3. The nature/type of the business is: Firearms and parts purchase and sale
- 4. The street address of the principal place of business is: (PO Boxes are not acceptable)

1200 Kingscross Dr. Charlotte NC 28211

- 5. The mailing address, if different from the street address, is:
- 6. The counties where the assumed business name will be used to engage in business are: ■ All 100 North Carolina counties

| This certificate is signed by the owner/legal representative of the person or entity named above, | |
|---|--|
| this 23 day of November , 2019 | |
| Signature: hum | |
| Printed/Typed Name: Jesse Sousana | |

Title: CEO/Manager

(See instructions for who must sign for various business entity types.)

Assumed Business Name Certificate

EXHIBIT Q



LIMITED LIABILITY COMPANY ANNUAL REPORT

| NAME OF LIMITED LIABILITY COMPANY: | Okori, LLC | | | | | |
|--|----------------------------|--|--|--|--|--|
| SECRETARY OF STATE ID NUMBER: 1564 | 540STATE | OF FORMATION: NC | Filing Office Use Only E - Filed Annual Report 1564540 | | | |
| REPORT FOR THE CALENDAR YEAR: 20 | 20 | | CA202011000183 4/19/2020 09:30 | | | |
| SECTION A: REGISTERED AGENT'S INFORM | MATION | | Changes | | | |
| 1. NAME OF REGISTERED AGENT: SC | busana, Jesse | | | | | |
| 2. SIGNATURE OF THE NEW REGISTER | ***** | | | | | |
| 3. REGISTERED AGENT OFFICE STREE | | ATURE CONSTITUTES CONSE | | | | |
| 4128 South Blvd Unit B2 | | | it B2, Charlotte NC, 28209 | | | |
| Charlotte, NC 28209 Mecklenburg | County | Charlotte, NC 28209 | | | | |
| | | | | | | |
| SECTION B: PRINCIPAL OFFICE INFORMAT | ION | | | | | |
| 1. DESCRIPTION OF NATURE OF BUSIN | VESS: Wholesale and | retail of machine par | ts | | | |
| 2. PRINCIPAL OFFICE PHONE NUMBER | R: (818) 968-2774 x | 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction | | | | |
| 4. PRINCIPAL OFFICE STREET ADDRES | S | 5. PRINCIPAL OFFICE MAILING ADDRESS | | | | |
| 4208 South Blvd Unit J, Charlotte I | NC, 28209 | 4208 South Blvd Un | itJ | | | |
| Charlotte, NC 28211 | | Charlotte, NC 28211 | | | | |
| 6. Select one of the following if appli The company is a veteran-o The company is a service-di | wned small business | | | | | |
| SECTION C: COMPANY OFFICIALS (Enter ad | ditional company officials | in Section E.) | | | | |
| NAME: Jesse Sousana | NAME: | N/ | \ME: | | | |
| TITLE: Chief Executive Officer | TITLE: | T! | TLE: | | | |
| ADDRESS: 4208 South Blvd Unit J | ADDRESS: | A(| DDRESS: | | | |
| Charlotte NC, 28211 | 0. | | | | | |
| Charlotte, NC 28211 | · | | | | | |
| SECTION D: CERTIFICATION OF ANNUAL | REPORT. Section D mus | t be completed in its entire | ty by a person/business entity. | | | |
| Jesse Sousana | | 4/19/2020 | | | | |
| SIGNATURE Form must be signed by a Company Official listed unde | r Section C of This form. | | DATE | | | |
| Jesse Sousana | | Chief Executive Officer | | | | |
| Print or Type Name of Con This Annual Report has been filed electron MAIL TO: Secretary of State, Business R | ically. | | Type Title of Company Official | | | |

EXHIBIT R





EXHIBIT S



EXHIBIT T

| 10/2017 |
|---------|

LIMITED LIABILITY COMPANY ANNUAL REPORT

| NAME OF LIMITED LIABILITY COMPANY: | BUL USA, LLC | | | | | |
|---|----------------------------|-------------------------------------|--|--|--|--|
| SECRETARY OF STATE ID NUMBER: 1503 | 3290 STAT | E OF FORMATION: NC | Filing Office Use Only E - Filed Annual Report 1503290 | | | |
| REPORT FOR THE CALENDAR YEAR: 20 |)20 | | CA202016400704 6/12/2020 10:45 | | | |
| SECTION A: REGISTERED AGENT'S INFOR | MATION | | Changes | | | |
| 1. NAME OF REGISTERED AGENT: S | ousana, Jesse Shie | | | | | |
| 2. SIGNATURE OF THE NEW REGISTER | RED AGENT: | | | | | |
| | SI | GNATURE CONSTITUTES CONSENT | TO THE APPOINTMENT | | | |
| 3. REGISTERED AGENT OFFICE STREE | ET ADDRESS & COUNT | 4. REGISTERED AGENT C | OFFICE MAILING ADDRESS | | | |
| 1200 Kingscross Dr. | | 1200 Kingscross Dr. | | | | |
| Charlotte, NC 28211 Mecklenburg | g County | Charlotte, NC 28211 | | | | |
| | | | | | | |
| SECTION B: PRINCIPAL OFFICE INFORMAT | <u>rion</u> | | | | | |
| 1. DESCRIPTION OF NATURE OF BUSI | NESS: Importation a | nd sale of hunting and sp | porting pistol parts | | | |
| 2. PRINCIPAL OFFICE PHONE NUMBER | R: (818) 968-2774 x | 3. PRINCIPAL OFFICE EN | IAIL: Privacy Redaction | | | |
| 4. PRINCIPAL OFFICE STREET ADDRES | SS | 5. PRINCIPAL OFFICE MAILING ADDRESS | | | | |
| 1200 Kingscross Dr. | | 1200 Kingscross Dr. | | | | |
| Charlotte, NC 28211 | | Charlotte, NC 28211 | | | | |
| 6. Select one of the following if appl | owned small business | | | | | |
| The company is a service-d | lisabled veteran-owned | small business | | | | |
| SECTION C: COMPANY OFFICIALS (Enter ac | ditional company officials | s in Section E.) | | | | |
| NAME: Jesse Shie Sousana | NAME: | NAM | IE; | | | |
| TITLE: Chief Executive Officer | | TITL | E: | | | |
| ADDRESS: | ADDRESS: | ADD | RESS: | | | |
| 1200 Kingcross Sr. | | | | | | |
| Charlotte, NC 28211 | | | | | | |
| SECTION D: CERTIFICATION OF ANNUAL | REPORT. Section D mu | ist be completed in its entirety | by a person/business entity. | | | |
| Jesse Shie Sousana | | 6/12/2020 | | | | |
| SIGNATURE Form must be signed by a Company Official listed under | er Section C of This form. | | DATE | | | |
| Jesse Shie Sousana | | Chief Executive Officer | | | | |
| Print or Type Name of Co | | Print or Typ | pe Title of Company Official | | | |
| This Annual Report has been filed electron | nically. | Dev 20505 Det int Mo Stopp of St | | | | |

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525
EXHIBIT U

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These Terms of use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you) and 80P BUILDER.

The site is intended for users at least 18 years of age. Persons under the age of 18 are not permitted to use or register for the site.

These terms of service shall remain in full force and effect while you use the site. We reserve the RIGHT to on our SOLE discretion and without notice or liability, deny access to and use of the site to any person for ANY reason or for no reason.

Warranty Policy

Full Lifetime Warranty

Parts manufactured by 80P Builder are backed by our Full Lifetime Warranty. Our parts are warranted to be free from defects in materials and craftsmanship for the serviceable lifetime of the part. The liability of 80P Builder under this warranty shall be limited solely to the obligation to repair the defect or replace the part at its discretion, and to pay transportation and insurance charges for return the item to the owner for a rightful warranty claim. This warranty is transferable for the serviceable lifetime of the part. Modification will void this warranty. This warranty does not cover ordinary wear and tear or any damage resulting from careless handling, neglect, repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or other unreasonable use.

To initiate a Warranty claim, contact 80P Builder at

info80pbuilder.com/contact-us. Customer service will issue an return label to allow for the return of the item. The part concerned must be shipped using the prepaid label our representative emails to you. 80P Builder will pay shipping and insurance charges for the return of a part to its owner, if the related claim is a proper claim for warranty work. Under no circumstances shall 80P Builder be responsible for incidental or consequential damages with respect to economic loss or injury to property, whether as a result of express or implied warranty, negligence or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. 80P Builder will not be responsible for the results of ordinary wear and tear, careless handling, neglect, unauthorized repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or unreasonable use.



Returns Policy

80% FRAME KITS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCE

Any orders cancelled at the request of the buyer are subject to a 15% restocking fee at the discretion of 80P Builder.

You may return most new, unopened items within 30 days of delivery for a full refund minus a **15% restocking fee**. Labor on installed items is **NON** refundable. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.).

FRAMES are NON-REFUNDABLE. They are not accepted for RETURNS or EXCHANGES for ANY REASON.

By placing an online order with 80P Builder, the customer agrees to pay all restocking and shipping fees associated with any order that is cancelled via debit or credit card chargeback following shipment.

CUSTOMER FURTHER AUTHORIZES AND CONSENTS TO 80P Builder CHARGING THE AFOREMENTIONED FEES TO THE DEBIT OR CREDIT CARD USED TO PLACE THE ORIGINAL ONLINE ORDER.

80P Builder reserves the right to dispute any bank or credit card chargebacks. 80P Builder reserves the right to refuse all future orders placed by any customer that cancels an order via debit or credit card chargeback following shipment.

All payments are processed immediately upon placement of order. It is the responsibility of the customer to know and be in compliance with all applicable federal, state, and local laws related to selling, transferring, possessing, transporting, or using a firearm, magazine, and ammunition in the locality in which the customer resides.

You should expect to receive your refund within four weeks of giving your package to the return shipper, however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes your bank to process our refund request (7 to 10 business days).

If you need to return an item, please Contact Us with your order number and details about the product you would like to return. We will respond with instructions for returning the items.

Shipping

We ship within the United States and Puerto Rico.

Orders ship within **14** business days of order placement.

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If Shipping insurance was purchased, the claim must be filed directly with the courier.

By opting out of additional insurance 80PBUILDER is completely absolved of any and all liability related to this shipment and its contents.

80P Builder provides a tracking number upon order processing. If you do not receive a tracking number by email, please email us as soon as possible.

Product Price and Specifications

All product prices and specifications listed for sale on this website are subject to change at any time. 80P Builder will honor price change requests for online orders placed within 24 hours of the price change. 80P Builder does not honor price change requests for orders placed more than 24 hours prior to the change in price.

Disclaimer:

It is the sole responsibility of the buyer to ascertain and obey all applicable local, state, federal, and international laws, regarding the possession and use of any unfinished 80% frames. Items purchased from 80P Builder are for adult use only. Absolutely no sales to minors!

By placing an order, the buyer represents that the products ordered will be used only in a lawful manner and that he/she is of legal age. 80P Builder will not be held liable for the misuse of any products purchased from us or any of our direct distributors or dealers. 80P Builder assumes no responsibility or liability for bodily injury or death caused by the use of our products.

We are by no means providing this content to serve as legal advice or legal counsel. We encourage each and every builder to perform their own research around their respective state laws, as well as educating themselves on the federal laws.



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| ALL PRODUCTS | |
|--------------|--|
| SLIDES | |
| <u>KITS</u> | |
| MAGS | |
| PARTS | |

MEDIA CENTER ABOUT US TERMS & CONDITIONS CONTACT US



MADE IN THE USA

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EXHIBIT V

E MENU

Terms of Use

80PBUILDER.COM TERMS OF SALES

OVERVIEW

THIS "TERMS OF SALES" AGREEMENT GOVERNS ALL FIREARMS AND AMMUNITION SALES TRANSACTED ON THE 80PBUILDER.COM WEBSITE. PLEASE READ THESE "TERMS OF SALES" ("SALE AGREEMENT") VERY CAREFULLY. YOU, THE BUYER ("CUSTOMER") AGREES TO BE BOUND BY THIS SALES AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS.

SECTION 1 - SALES AGREEMENT

THIS SALE AGREEMENT IS A LEGAL CONTRACT BETWEEN THE CUSTOMER AND 80P BUILDER. THE CUSTOMER ACCEPTS THIS SALE AGREEMENT BY MAKING A PURCHASE, PLACING AN ORDER, OR OTHERWISE SHOPPING ON THE 80PBUILDER.COM WEBSITE. REFERENCES TO "YOU" OR "YOUR" SHALL RELATE TO THE CUSTOMER; REFERENCES TO "80P BUILDER" "80PB" SHALL RELATE TO 80P BUILDER, LLC AND ITS AFFILIATES. THE TERMS AND CONDITIONS OF THIS SALE AGREEMENT ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE, EXCEPT THAT THE TERMS AND CONDITIONS POSTED ON THE 80PBUILDER.COM WEBSITE AT THE TIME THE CUSTOMER INITIALLY PLACES OR MODIFIES AN ORDER WILL GOVERN THE ORDER IN QUESTION.

THIS SALE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND 80P BUILDER RELATING TO THE PURCHASE OR SALE OF GOODS OR SERVICES ON THE 80PBUILDER.COM WEBSITE. THIS SALE AGREEMENT MAY ONLY BE MODIFIED OR TERMINATED WITH REGARD TO GOODS OR SERVICES THAT HAVE BEEN PURCHASED OR SOLD ON THE 80PBUILDER.COM WEBSITE IN A WRITING SIGNED BY 80P BUILDER. ELECTRONIC RECORDS (INCLUDING SIGNATURES), THAT ARE OTHERWISE VALID, SHALL BE ACCEPTED UNDER THE SALE AGREEMENT. THE CUSTOMER CONSENTS TO RECEIVING ELECTRONIC RECORDS, WHICH MAY BE PROVIDED VIA A WEB BROWSER OR E-MAIL APPLICATION CONNECTED TO THE INTERNET; CONSUMERS MAY WITHDRAW CONSENT TO RECEIVING ELECTRONIC Q

RECORDS OR HAVE THE RECORD PROVIDED IN NON-ELECTRONIC FORM BY CONTACTING 80P BUILDER AT THE ADDRESS PROVIDED BELOW.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS STATED ON YOUR PURCHASE ORDER AND THIS SALE AGREEMENT, OR ANY TERMS AND CONDITIONS ON OUR INVOICE OR WEBSITE, YOU AGREE THAT THE PROVISIONS OF THIS SALE AGREEMENT SHALL GOVERN.

SECTION 2 - GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS RULES. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN PINELLAS COUNTY, FLORIDA FOR PURPOSES OF ANY SUIT, LEGAL ACTION OR PROCEEDINGS ARISING OUT OF THIS TERMS OF SALES AGREEMENT.

SECTION 3 - RISK OF LOSS

TITLE TO GOODS HEREIN BEING PURCHASED, PASSES TO THE PURCHASER UPON ACCEPTANCE OF THE SHIPMENT BY THE CARRIER (ONCE SAID GOODS ARE NO LONGER UNDER 80P BUILDER'S CONTROL) IN THE SHIPMENT OF GOODS TO THE PURCHASER (UNLESS OTHERWISE SPECIFIED PRIOR TO SHIPMENT). LOSS OR DAMAGE THAT OCCURS DURING SHIPPING BY A CARRIER IS THE PURCHASER'S RESPONSIBILITY. SUBSEQUENTLY, IT IS THE RESPONSIBILITY OF THE PURCHASER TO INSPECT THE CONTENTS OF THE SHIPMENT IMMEDIATELY UPON RECEIPT OF THE PACKAGE(S) AND REPORT ANY DAMAGE IMMEDIATELY TO THE CARRIER. IF A CLAIM IS TO BE FILED WITH THE CARRIER FOR SHIPMENT DAMAGE, IT IS THE PURCHASER'S RESPONSIBILITY TO DO SO.

SECTION 4 - GENERAL LEGAL DISCLAIMER

80P BUILDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY 80P BUILDER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

SECTION 5 - PRICING AND INFORMATION DISCLAIMER

ALL PRICING SUBJECT TO CHANGE WITHOUT NOTICE. FOR ALL PRICES, PRODUCTS AND OFFERS, 80P BUILDER RESERVES THE RIGHT TO MAKE ADJUSTMENTS DUE TO CHANGING MARKET CONDITIONS, PRODUCT DISCONTINUATION, MANUFACTURER PRICE CHANGES, ERRORS IN ADVERTISEMENTS AND OTHER EXTENUATING CIRCUMSTANCES. WHILE 80P BUILDER USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE 80PBUILDER.COM WEBSITE, 80P BUILDER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE 80PBUILDER.COM WEBSITE'S ACCURACY. 80P BUILDER, LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE 80PBUILDER.COM WEBSITE.

SECTION 6 - LIMITATION OF LIABILITY

80P BUILDER WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. 80P BUILDER WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, 80P BUILDER IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS SALE AGREEMENT.

IT IS THE RESPONSIBILITY OF THE BUYER, NOT 80P BUILDER TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS IN REGARD TO THE POSSESSION AND USE OF ANY FIREARM, AMMUNITION, FIREARM ACCESSORIES, ET AL (MERCHANDISE) PURCHASED FROM 80PBUILDER.COM WEBSITE. ALL MERCHANDISE IS SOLD UPON THE CONDITION THAT WE, THE SELLER, SHALL NOT BE LIABLE IN ANY ACTION FOR THE ARREST, ACCIDENT, OR INJURY OCCASIONED DURING THE TRANSPORTATION, HANDLING, STORAGE, SALE, OR USE OF THE MERCHANDISE. CONSULT YOUR LOCAL AND STATE LAWS BEFORE ORDERING IF YOU ARE IN DOUBT. BY PLACING AN ORDER, THE BUYER REPRESENTS THAT THE PRODUCTS ORDERED WILL BE USED IN A LAWFUL MANNER AND THAT HE/SHE IS OF LEGAL AGE (21 YEARS OLD FOR HANDGUNS & AMMUNITION, 18 YEARS OLD FOR LONG-GUNS & AMMUNITION (I.E. RIFLES, SHOTGUNS, ETCETERA)). ABSOLUTELY NO SALES TO ANYONE NOT OF LEGAL AGE TO PURCHASE SAID FIREARMS OR AMMUNITION. 80P BUILDER OR ANY OF ITS EMPLOYEES WILL NOT BE HELD LIABLE FOR THE MISUSE OF ANY MERCHANDISE PURCHASED FROM US. WHEN YOU PURCHASE AN ITEM FROM 80P BUILDER, YOU RELEASE 80P BUILDER AND ANY OR ALL OF THEIR EMPLOYEES OF ANY LIABILITY REGARDING YOUR ACTIONS CONCERNING THE SALE, USE, OWNERSHIP AND SHIPPING OF ANY MERCHANDISE ORDERED.

SECTION 7 - ORDERS AND TAXES

ORDERS ARE NOT BINDING UPON 80P BUILDER UNTIL ACCEPTED BY 80P BUILDER. TERMS OF PAYMENT ARE WITHIN 80P BUILDER'S SOLE DISCRETION. INVOICES ARE DUE AND PAYABLE IN FULL AT TIME OF PURCHASE ON THE 80PBUILDER.COM WEBSITE. THE CUSTOMER IS RESPONSIBLE FOR SALES AND ALL OTHER TAXES ASSOCIATED WITH THE ORDER. 80P BUILDER COLLECTS FLORIDA SALES TAX ON ALL ORDERS DELIVERED TO FLORIDA ADDRESSES.

SECTION 8 - SHIPMENT INSURANCE COVERAGE

FOR ORDERS UNDER \$400, THE SHIPMENT CARRIER INSURANCE IS INCLUDED IN THE PURCHASE PRICE. FOR ORDERS OVER \$400, ADDITIONAL INSURANCE WILL BE NEEDED TO COVER ANY LOSSES ABOVE \$400. IT IS HIGHLY RECOMMENDED THAT THE PURCHASER SELECTS THE ADDITIONAL COVERAGE OPTION DURING THE CHECKOUT PROCESS. ANY LOSSES INCURRED FOR A SHIPMENT BEING "UNDER-INSURED" AS A RESULT OF THE PURCHASER OPTING NOT TO ACCEPT ADDITIONAL COVERAGE, ARE NOT THE RESPONSIBILITY OF 80P BUILDER.

SECTION 9 - SHIPPING POLICY

WHEN YOU HAVE COMPLETED A PURCHASE ON THE 80PBUILDER.COM WEBSITE, BY LAW WE CANNOT SHIP THE FIREARM(S) DIRECTLY TO YOU, UNLESS YOU HAVE A FEDERAL FIREARMS LICENSE (FFL). WE WILL SHIP THE FIREARM(S) ONLY TO INDIVIDUALS OR AGENCIES (I.E. GUN DEALERS) IN POSSESSION OF A VALID FFL.

IMPORTANT – FEDERAL AND STATE FIREARMS REGULATIONS REQUIRE THAT THE PERSON MAKING THE PURCHASE MUST BE THE SAME PERSON TAKING DELIVERY OF THE FIREARM (INCLUDING THE PAYMENT METHOD BEING USED, MATCHING THE SAME PERSON). ADDITIONAL INFORMATION CAN BE VIEWED AT "DON'T LIE FOR THE OTHER GUY"

CONTACT THE FFL DEALER TO SEE IF THEY WOULD BE WILLING TO PROCESS THE TRANSFER AND LEGAL PAPERWORK FOR YOU, AND WHAT THEIR FEE TO DO SO WOULD BE. (BE AWARE THAT IT IS CUSTOMARY FOR YOUR LOCAL FFL DEALER TO CHARGE A NOMINAL TRANSFER/PROCESSING FEE AT THE TIME YOU TAKE DELIVERY OF YOUR PURCHASE. THIS TRANSFER FEE IS STRICTLY BETWEEN YOU AND YOUR LOCAL FFL DEALER. IT IS YOUR RESPONSIBILITY TO CHECK WITH YOUR LOCAL FFL DEALER CONCERNING THEIR POLICY FOR THIS SERVICE AND YOUR OBLIGATIONS.)

IF YOU AGREE TO THE FFL DEALER'S PROCESSING FEE AND TERMS, FORWARD A COPY (BY FAX OR E-MAIL) OF THEIR VALID FFL (ALONG WITH ALL THEIR PERTINENT CONTACT AND SHIPPING ADDRESS INFORMATION) TO 80P BUILDER (SEE CONTACT INFO BELOW).

AT YOUR REQUEST, 80P BUILDER WILL SHIP YOUR PURCHASED FIREARM(S) TO THE LICENSED FFL DEALER, IN YOUR STATE, THAT YOU HAVE SELECTED. MAKE SURE YOUR FFL DEALER AWARE OF THE TRANSACTION AND OF THE PENDING SHIPMENT.

IMPORTANT – 80P BUILDER WILL NOT SHIP THE PURCHASED FIREARM(S) UNTIL WE HAVE RECEIVED A COPY OF THE VALID FFL OF THE DEALER YOU HAVE REQUESTED US TO SHIP TO.

IT IS YOUR RESPONSIBILITY TO READ AND BE FAMILIAR WITH THE 80PBUILDER.COM "TERMS OF SALES".

IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE ALLOWED TO PURCHASE A FIREARM IN YOUR STATE AND LOCAL COMMUNITY. VIEW YOUR STATE'S REGULATIONS AS TO "WHO MAY NOT OWN GUNS."

IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE FIREARM(S) YOU PURCHASE IS/ARE LEGAL TO OWN IN YOUR STATE AND LOCAL COMMUNITY. VIEW YOUR STATE'S REGULATIONS AS TO "TYPES OF ILLEGAL FIREARMS."

IT IS YOUR RESPONSIBILITY TO INSPECT THE CONTENTS OF THE SHIPMENT IMMEDIATELY UPON RECEIPT OF THE PACKAGE(S), PRIOR TO STARTING THE LEGAL TRANSFER PAPERWORK, FOR ANY MANUFACTURER'S DEFECTS (WE INSPECT ALL FIREARMS FOR MANUFACTURER'S DEFECTS PRIOR TO SHIPMENT, SO CHANCES ARE LOW OF THIS OCCURRING) OR DAMAGE CAUSED BY THE SHIPMENT CARRIER. SHOULD THERE BE DAMAGE DURING SHIPMENT, REPORT DAMAGE IMMEDIATELY TO THE CARRIER. IT IS YOUR RESPONSIBILITY FILE ANY AND ALL DAMAGE CLAIMS WITH THE SHIPMENT CARRIER.

IT IS YOUR RESPONSIBILITY TO MAKE SURE YOUR LOCAL FFL DEALER COMPLETES ALL THE LEGALLY REQUIRED TRANSFER PAPERWORK WHEN YOU TAKE DELIVERY OF THE PURCHASED FIREARM(S).

YOU THE BUYER ARE RESPONSIBLE FOR FORWARDING A COPY OF YOUR LOCAL GUN DEALER'S FFL, AND ALL PERTINENT CONTACT AND SHIPPING ADDRESS INFORMATION, TO 80PBUILDER.COM. OUR CONTACT INFORMATION IS AS FOLLOWS: 80P BUILDER ATTN: ORDER# 10700 75th STREET LARGO, FL 33777

EMAIL TO: INFO@80PBUILDER.COM

SECTION 10 - RETURN POLICY

ALL FIREARMS SALES ARE FINAL AND RETURNS ARE NOT ACCEPTED. RETURNS ARE ONLY ACCEPTED FOR MERCHANDISE FOUND DEFECTIVE IMMEDIATELY UPON RECEIPT. 80PBUILDER.COM WILL PROVIDE YOUR CHOICE OF A REPLACEMENT ITEM (PENDING AVAILABILITY) OR FULL REFUND AND PAY THE RETURN SHIPPING COST ON ALL FIREARMS AND ACCESSORIES FOUND DEFECTIVE UPON RECEIPT. FOR YOUR ADDED CONVENIENCE, 80PBUILDER.COM WILL ALSO ARRANGE FOR THE DEFECTIVE ITEMS TO BE PICKED UP AND RETURNED TO US BY THE ORIGINAL SHIPPER. ALL RETURNS MUST BE SHIPPED TO:

80P BUILDER ATTN: ORDER# 10700 75th STREET LARGO, FL 337777

INFO@80PBUILDER.COM

VERY IMPORTANT – FOR ALL FIREARM PURCHASES AND/OR TRANSFERS PLEASE TAKE YOUR TIME TO INSPECT YOUR FIREARM(S) THOROUGHLY BEFORE PROCEEDING WITH THE TRANSFER PAPERWORK. ONCE A NEW FIREARM IS TRANSFERRED TO YOU, IT IS CONSIDERED USED, EVEN IF UNFIRED. CONSEQUENTLY, WE CANNOT PROVIDE A FULL REFUND FOR FIREARMS ONCE THEY HAVE BEEN TRANSFERRED INTO YOUR POSSESSION THEY ARE YOURS, NO RETURNS.

WE DO UNDERSTAND THAT SOME MANUFACTURER DEFECTS MAY NOT BE IDENTIFIABLE UPON INITIAL INSPECTION. HOWEVER, UPON DISCOVERING A DEFECT AFTER THE TRANSFER, THE FIREARM MUST BE RETURNED DIRECTLY TO THE MANUFACTURER FOR REPLACEMENT OR REPAIR (IN ACCORDANCE WITH MANUFACTURER'S WARRANTY POLICY). BY SENDING A DEFECTIVE FIREARM DIRECTLY TO THE MANUFACTURER, YOU CAN AVOID THE UNNECESSARY TRANSFER FEES OF RETURNING THE FIREARM TO US THROUGH YOUR LOCAL FFL DEALER. IF WE DO RECEIVE A DEFECTIVE FIREARM THAT HAS ALREADY BEEN TRANSFERRED, WE WILL SIMPLY FORWARD THE FIREARM TO THE MANUFACTURER ON YOUR BEHALF. MANUFACTURER REPAIRED FIREARMS CAN BE RETURNED DIRECTLY TO THE CUSTOMER WITHOUT ADDITIONAL FFL TRANSFER OR ASSOCIATED FEES. HOWEVER. IF THE MANUFACTURER CHOOSES TO REPLACE THE FIREARM, THE REPLACEMENT FIREARM MUST TRANSFER THROUGH YOUR LOCAL FFL DEALER TO DOCUMENT THE REPLACEMENT FIREARM SERIAL NUMBER.

PICKING UP ITEMS FROM OUR LOCATION:

IF YOU ARE NOT A LEGAL RESIDENT OF FLORIDA YOU CANNOT PICK UP A HANDGUN FROM OUR STORE; YOU MUST HAVE THE GUN TRANSFERRED TO AN FFL DEALER IN YOUR STATE. YOU MAY PICK UP A RIFLE OR SHOTGUN FROM OUR STORE IF IT IS LEGAL TO OWN IN YOUR STATE OF RESIDENCE.

IF YOU INTEND TO PICK UP AN ITEM FROM OUR RETAIL STORE THAT YOU HAVE ORDERED FROM THE 80PBUILDER.COM WEBSITE, PLEASE CALL IN ADVANCE TO SEE IF YOUR ORDER IS READY.

SECTION 11 - PAYMENT METHODS

WE ACCEPT ALL MAJOR CREDIT CARDS PROCESSED THROUGH OUR E-COMMERCE SYSTEM, WHICH IS PCI COMPLIANT AND OUR SSL CERTIFICATE IS PROVIDED BY GLOBALSIGN, WHICH PROVIDES THE HIGHEST LEVEL OF CONSUMER DATA PROTECTION AND EXCEPTIONAL BUYER AND SELLER FRAUD PROTECTION. (WE RECOMMEND THIS METHOD OF PAYMENT.)

NOTE: THE PAYPAL PAYMENT METHOD IS NOT ACCEPTED DUE TO PAYPAL'S ACCEPTABLE USE POLICY – PROHIBITED ACTIVITIES, PROHIBITING THE PROCESSING OF TRANSACTIONS RELATED TO "....(J) AMMUNITION, FIREARMS, OR CERTAIN FIREARM PARTS OR ACCESSORIES, OR (K) CERTAIN WEAPONS OR KNIVES REGULATED UNDER APPLICABLE LAW."

SECTION 12 – CUSTOMER CERTIFICATION THE CUSTOMER CERTIFIES THAT CUSTOMER NOT RESTRICTED OR FORBIDDEN BY LAW TO OWN A FIREARM AND HEREBY UNEQUIVOCALLY STATES THAT CUSTOMER:

IS OF LEGAL AGE TO OWN THE FIREARM(S), OR AMMUNITION, WHICH CUSTOMER IS PURCHASING;

HAS NEVER BEEN CONVICTED IN ANY COURT OF A CRIME PUNISHABLE BY IMPRISONMENT FOR A TERM EXCEEDING ONE YEAR;

IS NOT A PERSON WHO IS UNDER INDICTMENT FOR A CRIME PUNISHABLE BY

IMPRISONMENT FOR A TERM EXCEEDING ONE YEAR;

IS NOT A FUGITIVE FROM JUSTICE;

IS NOT AN UNLAWFUL USER OF OR ADDICTED TO ANY CONTROLLED SUBSTANCE; HAS NEVER BEEN ADJUDICATED AS A MENTAL DEFECTIVE OR HAS BEEN COMMITTED TO A MENTAL INSTITUTION;

IS NOT AN ALIEN ILLEGALLY OR UNLAWFULLY IN THE UNITED STATES, OR AN ALIEN ADMITTED TO THE UNITED STATES UNDER A NON-IMMIGRANT VISA;

HAS NOT BEEN DISCHARGED FROM THE ARMED FORCES UNDER DISHONORABLE CONDITIONS;

HAVING BEEN A CITIZEN OF THE UNITED STATES, HAS NEVER RENOUNCED CUSTOMER'S CITIZENSHIP;

IS NOT SUBJECT TO A COURT ORDER THAT RESTRAINS THEM FROM HARASSING, STALKING, OR THREATENING AN INTIMATE PARTNER OR CHILD OF SAID INTIMATE PARTNER;

HAS NOT BEEN CONVICTED IN ANY COURT OF A MISDEMEANOR CRIME OF DOMESTIC VIOLENCE;

CAN LAWFULLY RECEIVE, POSSESS, SHIP, OR TRANSPORT A FIREARM;

IS PURCHASING THE FIREARM(S) FOR THEIR PERSONAL OWNERSHIP AND NOT MAKING A "STRAW PURCHASE" ON BEHALF OF SOMEONE ELSE;

ACKNOWLEDGES THAT NO WARRANTY IS OFFERED BY THE SELLER FOR THE FIREARM(S) OR AMMUNITION, BEYOND THE MANUFACTURER'S WARRANTY; AND ACKNOWLEDGES THAT ALL AMMUNITION PURCHASES ARE FINAL AND NON-RETURNABLE.

SECTION 13 ~ FIREARM SHIPMENTS WE ONLY SHIP TO VALID FFL.

FIREARMS CANNOT BE SHIPPED TO A P.O. BOX.

THE CUSTOMER IS RESPONSIBLE FOR KNOWING HIS/HER STATE LAWS REGARDING FIREARM TRANSFERS. CONTACT YOUR LOCAL FFL DEALER WITH ANY QUESTIONS REGARDING THE SALE OR TRANSFER OF FIREARMS. CONTACT YOUR LOCAL FFL BEFORE ORDERING A FIREARM TO VERIFY THEIR TRANSFER FEE AND TO ENSURE THEY WILL RECEIVE YOUR TRANSFER. THE CUSTOMER ASSUMES ALL RESPONSIBILITY AND COST FOR RETURNED FIREARMS DUE TO FFL REFUSAL OR FAILURE TO RECEIVE.

IF YOU ORDER A HANDGUN, STOCKLESS SHOTGUN, COMPLETE AR OR AK RECEIVER, OR STRIPPED LOWER RECEIVER, YOU MUST BE:

- A LEGAL RESIDENT OF THE STATE IN WHICH YOU ARE ORDERING.

- 21 YEARS OF AGE OR OLDER TO COMPLETE THE TRANSFER THROUGH YOUR FFL. EXCEPTIONS: MILITARY PERSONNEL STATIONED IN A STATE OTHER THAN THEIR LEGAL RESIDENCE MAY PURCHASE FIREARMS ACROSS STATE LINES. CONTACT YOUR LOCAL FFL RECEIVING THE TRANSFER AS YOU MAY HAVE TO PROVIDE PROOF OF DEPLOYMENT, RESIDENCE, ETC.

PLEASE FOLLOW ALL DIRECTIONS PROMPTED TO YOU AT CHECKOUT. THIS WILL ENSURE SPEEDIER DELIVERY. PLEASE NOTE THAT THE FFL SECTION ON OUR WEBSITE IS FOR CUSTOMER CONVENIENCE ONLY AND DOES NOT NECESSARILY MEAN THAT 80P BUILDER HAS THE FFL SELECTED ON FILE. THE CUSTOMER MAY BE ASKED TO PROVIDE THE FFL INFORMATION THAT THEY WISH TO USE. IF A CUSTOMER WISHES TO CHANGE THE FFL THEY WANT TO USE AFTER THE ORDER HAS SHIPPED, THEY WILL BE ADDITIONALLY CHARGED FOR THE COST OF SHIPPING. IF A FFL IS NOT AVAILABLE AT THE TIME OF DELIVERY, THE PACKAGE WILL NOT BE HELD AT THE CARRIER HUB AND WILL BE RETURNED TO 80P BUILDER. ADDITIONAL SHIPPING CHARGES WILL APPLY TO ORDERS THAT NEED TO BE RESHIPPED.

SHIPPING RESTRICTIONS:

- 80PB will not ship ANY items to the District of Columbia (Washington D.C.).
- 80PB will not ship ANY items to the state of Massachusetts.
- 80PB will not ship ANY AR or AK Parts or Firearms (Including Receivers) to residents of Connecticut, Chicago, Illinois, Cook County, Illinois, or Deerfield, Illinois.
- 80PB will not ship ANY AR or AK Firearms (Including Receivers) to residents of Aurora, Highland Park, Deerfield, or Cook County, Illinois.
- 80PB will not ship any handguns to CA that are not on the DOJ roster. This includes Single Shot Exemption conversions.
- No AR parts will be shipped to Connecticut. All such orders will be cancelled and the customer will be charged a 5% fee.
- All firearms sales to Puerto Rico residents are subject to review. Please send in a copy of your Puerto Rico-Issued weapons license after placing your order to SALES@80PBUILDER.COM. Allow up to 3-5 business days for additional processing.
- Stripped lower receivers will NOT be shipped to the following states:
 - Colorado (Boulder, Denver, Vail)

- Connecticut
- Massachusetts
- Complete AR and AK receivers will NOT be shipped to the following states:
 - California
 - Colorado (Boulder, Denver, Vail)
 - Connecticut
 - Maryland
 - New Jersey
 - New York
- Non-Compliant AR & AK models will NOT be shipped to the following states:
 - California (No "assault weapons" can be shipped.)
 - Colorado (Boulder, Denver, Vail)
 - Connecticut
 - Maryland
 - New Jersey
 - New York

PLEASE NOTE THAT 80P BUILDER DOES NOT SHIP HIGH-COMPLICITY MAGAZINES WITH FIREARMS TO STATES LISTED ABOVE. WE WILL NOT REPLACE HIGH-CAPACITY MAGAZINES WITH STATE COMPLIANT MAGAZINES. WE DO NOT OFFER REFUNDS IN PLACE OF THE MAGAZINES.

SHIPPING RESTRICTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the firearm will be used in the execution of the L.E.O.'s duties. PSA only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us BEFORE placing your order.

• 80P Builder does NOT ship directly to L.E.O.'s; the order must go to an FFL. NO exceptions for this policy.

P.O. BOX SHIPMENTS/RESTRICTIONS

80PB abides by all Federal Regulations regarding hazardous material shipped through United States Postal Service. A hazardous material is any article or substance designated by the U.S. Department of Transportation as being capable of posing an unreasonable risk to health, safety, or property during transportation. This includes, but is not limited to:

- Minor Blast/Minor Projection Hazard <u>Ammunition</u>
- Oxidizing Substances <u>Batteries</u>
- Flammable Solids Black Powder
- Flammable and combustible liquid -- Cleaners, oil, and aerosol cans

If you wish to order any hazardous material, you must provide a physical address for shipment through UPS.

MAGAZINE ORDERING RESTRICTIONS

80P BUILDER abides by all state regulations regarding the sale of high capacity magazines. We DO NOT ship high-capacity magazines with firearms to the states listed below. We WILL NOT replace high capacity magazines with state compliant magazines. We DO NOT offer refunds in place of the magazines.

It is the customer's responsibility for understanding state laws regarding magazine capacities. Customers ordering magazines that are illegal to own in their state will have their orders cancelled and will be charged a 5% restocking fee.

STATES WITH APPLIED MAGAZINE RESTRICTIONS

- California No magazines greater than 10 rounds
- <u>Colorado</u> No magazines greater than 15 rounds, effective July 1st, 2013
 - <u>Boulder</u> No magazines greater than 10 rounds
- <u>Connecticut</u> 10 Rounds and less with a valid permit.
- <u>Hawaii</u> No magazines greater than 10 rounds

- <u>Illinois (North Chicago)</u> No rifle magazines greater than 16 rounds
 - Aurora, Skokie, Chicago, Evanston No rifle magazines greater than 15 rounds
 - Highland Park, Cook County, Dolton, Homewood, Deerfield No rifle magazines greater than 10 rounds
 - <u>Deerfield</u> No shotgun magazines over 5 rounds
- Indiana (South Bend) No magazines greater than 15 rounds
- Maryland No magazines greater than 10 rounds October 1st, 2013
- Massachusetts No sales. 80PB will not ship ANY items to the state of Massachusetts.
- New York No magazines greater than 10 rounds
- <u>New Jersey</u> No magazines greater than 15 rounds
- <u>Vermont</u> No rifle magazines over 10 rounds will be shipped as of April 13, 2018. No pistol magazines over 15 rounds effective immediately.
- Washington D.C. No Sales. 80PB will not ship ANY items to the District of Columbia.

80PB will not ship high capacity magazines for CA customers to a High Capacity Magazine Dealer. High Capacity Magazine Dealers in CA may place orders with 80PB directly.

MAGAZINE RESTRICTION EXCEPTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the magazine will either be used in the execution of the L.E.O.'s duties, or off duty. 80PB only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us BEFORE placing your order.

SECTION 14 - DISCLAIMER

80P BUILDER RESERVES THE RIGHT TO CANCEL ANY TRANSACTION, FOR ANY REASON, IF IT IS DEEMED BY 80P BUILDER THAT ANY PORTION OF THE TRANSACTION, OR PERSON MAKING THE PURCHASE, SEEMS QUESTIONABLE.

DISCLAIMER: "GLOCK" is a federally registered trademark of GLOCK, Inc. and is one of many trademarks registered by GLOCK, Inc. and GLOCK Ges.m.b.H. Neither 80P Builder, LLC, nor this site are affiliated in any manner with, or otherwise endorsed by, GLOCK, Inc. or GLOCK

Ges.m.b.H. The use of "GLOCK" on this page is merely to advertise the sale of GLOCK pistols, parts, or components. For additional genuine GLOCK, Inc. and GLOCK Ges.m.b.H products and parts visit www.glock.com.

CONTACTING US

IF THERE ARE ANY QUESTIONS REGARDING THIS "TERMS OF SALES" AGREEMENT CONTACT US AT:

INFO@80PBUILDER.COM

THIS "TERMS OF SALES" LAST UPDATED ON: JANUARY 1, 2019











APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G21000027081

Fictitious Name to be Registered: 80P BUILDER

Mailing Address of Business:

10781 75TH ST LARGO, FL 33777

Florida County of Principal Place of Business: PINELLAS

FEI Number: 47-2529404

Owner(s) of Fictitious Name:

SALVO TECHNOLOGIES 10781 75TH ST LARGO, FL 33777 Florida Document Number: P15000007499 FEI Number: 47-2529404

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and 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, Florida Statutes.

GORDON MCPHEE

Electronic Signature(s)

02/25/2021 Date

FILED Feb 25, 2021

Secretary of State

Certificate of Status Requested (X)

Certified Copy Requested ()

EXHIBIT Y

State of North Carolina Department of the Secretary of State

24 1

> SOSID: 1503290 Date Filed: 12/21/2022 8:57:00 AM Effective: 6/13/2020 Elaine F. Marshall North Carolina Secretary of State C2022 354 013 11

ARTICLES OF DISSOLUTION OF LIMITED LIABILITY COMPANY

Pursuant to §57D-6-09 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Dissolution for the purpose of dissolving the limited liability company.

| 1. | The name of the limited liability company is: BUL USA LLC | ' |
|----|---|---|
| 2. | *The North Carolina Secretary of State Id Number (SOSID#): 1503290 | |
| 3. | The effective date (which shall be date certain) of the dissolution is: $\frac{6/13}{2020}$ | |
| | (See instructions) | _ |

4. Attach any other information determined by the Company Officials filing these articles.

This the 16 th day of DECEMBER , 20 22.

<u>SUL USA LLC</u> Name of Limited Liability Company uni konna Signature

JESSE SHITE SWAWA CHIEF EXELUTIVE OFFICEN Type or Print Name and Title

Notes:

1. Filing fee is \$30. This document must be filed with the Secretary of State.

2. *The SOSID# is not a mandatory field, but aids in identifying the correct entity for filing.