

MEMORANDUM OF UNDERSTANDING

BETWEEN

_____ **(Agency)**

AND

GBGC, LLC d/b/a Gulf Coast Gunbusters (Gunbusters)

WHEREAS, the _____ (“Agency”) confiscates, collects, seizes and maintains weapons for various legitimate law enforcement purposes and houses said weapons in its Property Division; and

WHEREAS, Agency may condemn and dispose of said weapons pursuant to court orders through the _____ (Court); and

WHEREAS, Agency has legal authority pursuant to _____ (state) State law and the _____ (Court) to request that weapons being maintained and stored in Agency’s Property Division be disposed of once various procedures and safeguards have been met; and

WHEREAS, Agency has been granted legal authority and permission to dispose of said weapons; and

WHEREAS, GBGC, LLC., d/b/a Gulf Coast Gunbusters (“GunBusters”) offers a Firearms Pulverizer system for law enforcement agencies intent on safely and efficiently destroying seized and surrendered firearms.

WHEREAS, GunBusters has been in business since 2016, is well established, and conducts business transactions with various law enforcement agencies throughout the United States; and,

WHEREAS, Agency desires to enter into an arrangement with GunBusters in order to safely and efficiently destroy seized and surrendered firearms; and

WHEREAS, no money will be exchanged or reimbursed as a result of the destruction of the firearms.

NOW, THEREFORE, Agency desires to enter into this Memorandum of Understanding as follows:

AGENCY AGREES TO:

1. Provide a Microsoft Excel spreadsheet to GunBusters at least ten (10) days prior to transfer of the firearms. The spreadsheet will contain at least the following fields: Make, Model, Caliber or Gauge, Serial Number, Action, Evidence Number.
2. Assign a designee(s) to work with a GunBusters representative to ensure that the inventory of weapons is accurate;
3. *Provide Gunbusters with a signed agent authorization form that will authorize Gunbusters to act as an agent for the Agency and giving Gunbusters the authority to transport, house and destroy the designated firearms by pulverization.*

GUNBUSTERS AGREES TO:

1. Destroy confiscated and surrendered firearms for the Agency by pulverization with the understanding that GunBusters will sell salvaged parts and scrap metals.
2. Arrange for current or retired law enforcement/military officers to pick up and securely transport the firearms to their destruction center located in Lafayette, La. GunBusters agrees to provide an inventory receipt to Agency representatives and assume full responsibility for said firearms;
3. Within 30 days of pick up from the Agency, GunBusters will destroy firearms by pulverization per Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) guidelines the serialized frame or receiver and provide Agency with a signed affidavit of GunBusters' destruction record and a DVD documenting the video destruction of each individual frame or receiver. In the case of obliterated or non-serialized (pre-1968 rifles and shotguns) firearms, the record will document Agency's evidence or file number, along with GunBusters' record number assigned to each firearm. Gunbusters will destroy all defaced serials within 7 days of pick up or upon verification of defaced, whichever is later, per ATF Variance requirements.

RELEASE OF LIABILITY:

GBGC, LLC shall be responsible for acts or omissions of its personnel. GunBusters agrees to release and forever discharge the _____ (Gov. Entity) and _____ (Agency), their agents, servants and employees and their heirs, successors, executors, administrators and assigns of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity of whatever kind or nature for or because of any matter or thing done, omitted or suffered to be done prior to and including the date of the execution of this release or in the future on account of any damages both to person or property.

TERM:

The term of this Memorandum of Understanding is for a period of one (1) year from the effective date of this Agreement and may be extended annually upon written mutual consent.

TERMINATION:

This Memorandum of Understanding may be terminated by mutual written consent of all the Parties hereto. Any Party may elect to terminate its participation in this Memorandum of Understanding by providing thirty (30) days prior written notice to the other Party hereto.

WITNESS:

GBGC, LLC, A Louisiana
Limited Liability Company

BY: _____

Tim Heinzen
Owner

WITNESS:

_____ (Agency)

BY: _____

(Print Name)
(Title)

GULF COAST

GUNBUSTERS[®]

Given the significant increase in the number of firearms seized by or surrendered to law enforcement agencies, Gulf Coast Gunbusters recognizes the need for a **SAFE, SIMPLE**, and **SECURE** method for agencies to destroy the increasing number of confiscated and surrendered firearms.

GULF COAST GUNBUSTERS offers destruction services of firearms as well as hard drives, performed in a secure warehouse, meeting ATF firearms destruction standards.

In only a few seconds, the firearms are permanently destroyed.

FIREARMS PULVERIZER



**DESTROYED.
DOCUMENTED.
DONE.**

FIREARMS - Complete verification of the individual destruction of each firearm
HARD DRIVES - Ensuring the destruction of sensitive data



Confidentiality is maintained throughout the process in a location which is not accessible by the public or media. Video file of destruction is provided. Back up records are archived and maintained by Gulf Coast Gunbusters.

Destruction is simple, thorough and completely accountable, eliminating the possibility of theft and loss of firearms during the destruction process.

This process includes a computer video package (given to the Agency) allowing the agency to document the actual destruction of each firearm with serial number, agency inventory number, date and time stamp. The video files are searchable by date, time, serial number, inventory number and the agency's evidence number.

SAFE

No more smashing firearms with a sledge hammer, cutting with a saw or dumping them in a furnace or car shredder. The entire process is contained in a safe and secure environment.

SIMPLE

In a few seconds, the firearm or other items of evidence are permanently destroyed. The process is simple, thorough and completely accountable.

SECURE

The ATF approved pulverization process eliminates the chances of theft and loss of firearms during the destruction process with computerized video recording of each destruction.

DESTROYED.

Firearm Destruction performed in secure warehouse.
Confidentiality: Not accessible by the public or media.

Video file of destruction provided.

Back-up records maintained.

Gunbusters will schedule Agency pick up, or Agency
may deliver to our warehouse

DOCUMENTED.

The patented Gunbusters Firearm Pulverizer System
is the safe, simple, secure & FREE* method to destroy
confiscated & surrendered firearms. Gunbusters' ATF
approved process documents the total destruction
of each firearm individually.

DONE.



From guns & evidence to scrap.



FOR INFORMATION CALL

337-316-2963

EMAIL

timh@gulfcoastgunbusters.com

WEBSITE

www.gulfcoastgunbusters.com

P.O. Box 250

Carencro, LA 70520



Federal Firearms License
(18 U.S.C. Chapter 44)

U.S. GOVERNMENT PRINTING OFFICE: 2011 O 537011

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

| | |
|--|---|
| Direct ATF Correspondence To ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431 | License Number 5-72-055-01-9H-05376 |
| Chief, Federal Firearms Licensing Center (FFLC) <i>Tracy Robertson</i> | Expiration Date August 1, 2019 |
| Name GULF COAST GUNBUSTERS | |

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)

**104 ARABIAN DR
LAFAYETTE, LA 70507-**

Type of License

01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

**GBGC LLC
GULF COAST GUNBUSTERS
P O BOX 250
CARENCRO, LA 70520-**

Licensee/Responsible Person Signature

Position/Title

Printed Name

Date

ATF Form 8 (537011)
Revised October 2011

Previous Edition is Obsolete

GBGC LLC-104 ARABIAN DR-70507-5-72-955-01-9H-05376 August 1, 2019: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflez/check

Change of Address (27 CFR 478.52) Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

| Federal Firearms License (FFL) Information Card | |
|---|---|
| License Name: | GBGC LLC |
| Business Name: | GULF COAST GUNBUSTERS |
| License Number: | 5-72-055-01-9H-05376 |
| License Type: | 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES |
| Expiration: | August 1, 2019 |
| Please Note: Not Valid for the Sale or Other Disposition of Firearms. | |

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, West Virginia 25405

www.atf.gov

903050:AG

3311/2013-177

Mr. Raymond W. Reynolds
Reynolds & Associates, LLC
1283 Somerset Field Drive
Chesterfield, Missouri 63005

DEC 3 7 2012

Dear Mr. Reynolds:

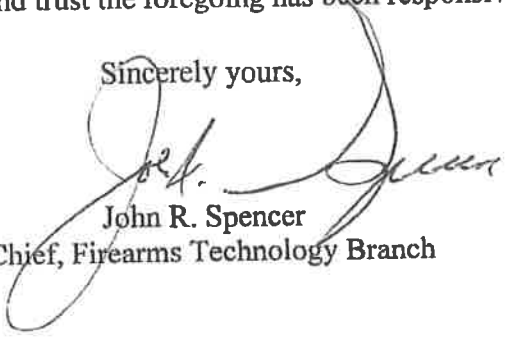
This is in response to your letter of November 1, 2012, to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Firearms Technology Branch (FTB), requesting clarification regarding the approved procedure for destroying a firearm receiver and thereby removing it from the purview of the Gun Control Act of 1968 (GCA) and the National Firearms Act (NFA). Additionally, you ask about the status of firearms destroyed via the use of a "pulverizer."

The Bureau has determined that to remove a firearm receiver from GCA controls, the receiver must be destroyed in a manner (usually by crushing, cutting, or melting) that would prevent its potential use as a firearm. Destruction of NFA firearms, however, involves more specific requirements: Diagrams are available for specific firearm models/types, which, to be destroyed, require the use of a cutting torch having a tip of sufficient size to displace at least 1/4-inch of material. The majority of these destruction diagrams depict three cuts in specific locations.

Additional methods of destruction may also be approved by FTB. After a review of the information you provided regarding the "pulverizer" device, we have determined that firearms undergoing the pulverizing process are sufficiently destroyed to merit removal from both GCA and NFA controls. Accordingly, this letter will serve to approve the pulverizing process for the destruction of all GCA and NFA firearms. Please note that this approval is based on the information you have provided and is contingent upon firearms being pulverized to the degree depicted in the photos you have provided (see our enclosure).

We thank you for your inquiry and trust the foregoing has been responsive.

Sincerely yours,


John R. Spencer
Chief, Firearms Technology Branch

Enclosure

