

LD6000090597

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

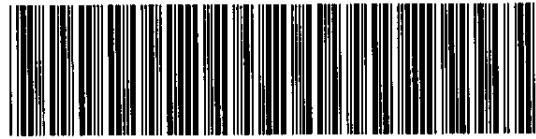
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400243313614

RECEIVED
DEPARTMENT OF STATE
13 JAN 23 PM 4:26

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 JAN 23 AM 11:01

Merger
@ 1/28/13



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 505076 4800255

AUTHORIZATION :

COST LIMIT : \$ 60

Spivey

ORDER DATE : January 23, 2013

ORDER TIME : 1:40 PM

ORDER NO. : 505076-010

CUSTOMER NO: 4800255

ARTICLES OF MERGER

SUMO TECHNOLOGIES, LLC

INTO

PAPATEL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

13 JAN 25 AM 11:02

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

January 24, 2013

CSC
ATTN: HARRY B. DAVIS
WALK-IN
TALLAHASSEE, FL

RESUBMIT
Please give original
submission date as file date

SUBJECT: SUMO TECHNOLOGIES, LLC
Ref. Number: L06000090597

We have received your document for SUMO TECHNOLOGIES, LLC and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

Please complete the EIGHTH statement on your form with the street address and the Mailing address.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tina Roberts
Regulatory Specialist II

Letter Number: 213A00001785

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 JAN 23 AM 11:01

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sumo Technologies, LLC Florida		Limited liability company

206000070597

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

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

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 24, 2013

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

1749 NE Miami Court #206

Miami, Florida 33132

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1749 NE Miami Court #206

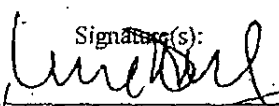

Miami, Florida 33132

Mailing address: 1749 NE Miami Court #206

Miami, Florida 33132

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Sumo Technologies, LLC		Enrique Baiz
Papatel, Inc.		Enrique Baiz

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
-----------------------------------	---------

AGREEMENT AND PLAN OF MERGER
OF
SUMO TECHNOLOGIES, LLC
AND
PAPATEL, INC.

AGREEMENT AND PLAN OF MERGER approved by Sumo Technologies, LLC, a limited liability company organized under the laws of the State of Florida, and by its Board of Managers and members, and approved by Papatel, Inc., a business corporation organized under the laws of the State of Delaware, and by its Board of Directors and sole stockholder.

1. Sumo Technologies, LLC and Papatel, Inc. shall, pursuant to the provisions of the the Florida Limited Liability Company Act and the provisions of the Delaware General Corporation Law, be merged with and into a single corporation, to wit, Papatel, Inc., which shall be the surviving corporation upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving corporation," and which shall continue to exist as the surviving corporation under its present name pursuant to the provisions of the laws of the State of Delaware. The separate existence of Sumo Technologies, LLC, which is sometimes hereinafter referred to as the "terminating entity," shall cease upon the effective date of the merger in accordance with the provisions of the Florida Limited Liability Company Act.

2. The certificate of incorporation of the surviving corporation upon the effective date of the merger in the State of Delaware shall be the certificate of incorporation of the surviving corporation; and the certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the State of Delaware.

3. The by-laws of the surviving corporation upon the effective date of the merger in the State of Delaware will be the by-laws of the surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Delaware.

4. The directors and officers in office of the surviving corporation upon the effective date of the merger in the State of Delaware shall be directors and the officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. All of the issued units of the terminating entity shall, upon the effective date of the merger, without any action on the part of the holders thereof, be converted into fully-paid and nonassessable shares of capital stock of the surviving corporation, as follows:

(a) Each Class A Unit of the terminating entity shall be converted into 0.06510067 shares of Series A Preferred Stock, par value \$0.001 per share, of the surviving corporation, for an aggregate of 2,425,000 shares of Series A Preferred Stock; and

(b) Each Class B Unit of the terminating entity shall be converted into 0.07660714 shares of Common Stock, par value \$0.001 per share, of the surviving corporation, for an aggregate of 3,575,000 shares of Common Stock.

6. Each share of capital stock of the surviving corporation issued and outstanding immediately prior to the effective date of the merger shall, upon the effective date of the merger, without any action on the part of the holders thereof, automatically be cancelled and retired and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

7. The Agreement and Plan of Merger herein made and approved shall be submitted to the Board of Managers and the members of the terminating entity for their approval or rejection in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and the merger of the terminating entity with and into the surviving corporation shall be authorized in the manner prescribed by the laws of the State of Delaware.

8. In the event that the Agreement and Plan of Merger shall have been approved by the Board of Managers entitled to vote of the terminating entity in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and in the event that the merger of the terminating entity with and into the surviving corporation shall have been duly authorized in compliance with the laws of the State of Delaware, the terminating entity and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The Board of Managers and the proper officers of the terminating entity and the Board of Directors and the proper officers of the surviving corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for.

10. The effective date of the merger herein provided for in the State of Florida and the State of Delaware shall be January 24, 2013.

11. The Board of Managers of the terminating entity and the Board of Directors of the surviving corporation may, in their discretion, abandon the merger herein provided for without further action or approval by the members of the terminating entity or

the stockholder of the surviving corporation at any time prior to the effective date thereof, subject to the rights of third parties under any contracts relating to the merger.

12. On the effective date of the merger, the surviving corporation shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the terminating entity in the manner of and as more fully set forth in Section 608.4383 of the Florida Limited Liability Company Act and Section 259 of the General Corporation Law of Delaware. Without limiting the foregoing, upon the effective date of the merger, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the terminating entity shall be transferred to, vested in and devolved upon the surviving corporation without further act or deed and all property, rights, and every other interest of the terminating entity and the surviving corporation shall be as effectively the property of the surviving corporation as they were of the terminating entity and the surviving corporation, respectively. All rights of creditors of the terminating entity and all liens upon any property of the terminating entity shall be preserved unimpaired, and all debts, liabilities and duties of the terminating entity shall attach to the surviving corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

[Signature Page to Follow]

IN WITNESS WHEREOF, the duly authorized officers of the parties to this Agreement have set their respective hands hereto as of the date first written above.

SUMO TECHNOLOGIES, LLC

By: 

Name: Enrique Baiz

Title: President

PAPATEL, INC.

By: 

Name: Enrique Baiz

Title: CEO