

L08000043590

Page 1 of 2

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Division of Corporations
Fax Number : (850) 627-8380
From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

*Please check
on this sent
5/28@12:34pm
Thanks*

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

*Attu:
Tammy*

**MERGER OR SHARE EXCHANGE
PROVEER USA LLC**

Certificate of Status	0
Certified Copy	0
Page Count	18/16
Estimated Charge	\$75.00

T. HAMPTON

JUN - 8 2010

EXAMINER

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TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATIONS

TRANSMISSION VERIFICATION REPORT

TIME : 05/28/2010 12:34
 NAME :
 FAX :
 TEL :
 SER. # : BROK7J716706

DATE, TIME 05/28 12:33
 FAX NO./NAME 6176380
 DURATION 00:01:06
 PAGE(S) 07
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5/28/2010

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Estimated Charge	\$75.00
Page Count	15
Certified Copy	0
Certificate of Status	0

MERGER OR SHARE EXCHANGE PROVIDER USA LLC

Email Address:

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Account Name : C T CORPORATION SYSTEM
 Account Number : FCA000000023
 Phone : (850) 222-1092
 Fax Number : (850) 878-5368

From:

Division of Corporations
 Fax Number : (850) 617-6380

To:

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Proveer USA LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Carrie M. Kane

Contact Person

Proveer USA LLC

Firm/Company

1 Liberty Lane

Address

Hampton, NH 03842

City, State and Zip Code

carrie.kane@latonaassociates.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Carrie M. Kane

Name of Contact Person

at (603)

929-2274

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**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>
Sign Supply (GA) LLC	Georgia	Limited Liability Company
Sign Supply USA West LLC	Delaware	Limited Liability Company

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>
Proveer USA LLC	Florida	Limited Liability Company

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.

The relevant merger agreements are attached as Exhibit A and Exhibit B.

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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:

May 31, 2010 at 12:01 pm

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:

N/A

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:

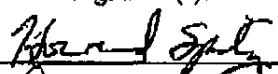
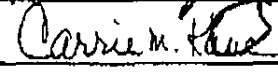
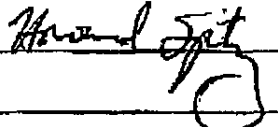
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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 Entry/Organization:	Signature(s):	Typed or Printed Name of Individual:
Sign Supply (GA) LLC		Howard Spitz- Authorized Signer for Member/Manager
Sign Supply USA West LLC		Carrie M. Kane - Authorized Signer for Member/Manager
Proveer USA LLC		Proveer International LLC Sole Manager & Member by: Howard Spitz

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
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 SECRETARY OF STATE
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 10 MAY 28 4M 19:17

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") is made and entered into as of this 31 day of May, 2010, by and between SIGN SUPPLY USA (GA) LLC, a Georgia limited liability company ("Sign Supply (GA)"), and PROVEER USA LLC, f/k/a Sign Supply USA LLC, a Florida limited liability company ("Proveer").

WHEREAS, Sign Supply (GA) is a limited liability company duly organized and existing under the laws of the State of Georgia and, on the date hereof, all of the issued and outstanding membership interests are owned by a single member, Proveer International LLC (the "Sign Supply (GA) Membership Interests");

WHEREAS, Proveer is a limited liability company duly organized and existing under the laws of the State of Florida and, on the date hereof, all of the issued and outstanding membership interests are owned by a single member, Proveer International LLC (the "Proveer Membership Interests");

WHEREAS, the respective Managers of the parties deem it beneficial and to the advantage of the parties and their respective members that Sign Supply (GA) be merged with and into Proveer; and

WHEREAS, each of the parties has, subject to the requirements of its limited liability company agreement, adopted the plan of merger embodied in this Agreement.

NOW THEREFORE, for and in consideration of the foregoing recitals, and the covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **THE MERGER**

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Sign Supply (GA) shall be merged with and into Proveer in accordance with the applicable laws of the States of Georgia and Florida (the "Merger"). The separate existence of Sign Supply (GA) shall cease, and Proveer shall be the surviving limited liability company (the "Surviving Limited Liability Company") and shall be governed by the laws of the State of Florida.

1.2 Effective Date. The Merger shall become effective on May 31, 2010 at 12:01 am as specified in the certificates or articles of merger, to be filed with the Secretaries of State of the States of Georgia and Florida, (the "Effective Date"), after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings.

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1.3 Articles of Organization. On the Effective Date, the Articles of Organization of Proveer, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Limited Liability Company.

1.4 Limited Liability Company Agreements. On the Effective Date, the Limited Liability Company Agreement of Proveer, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Limited Liability Company Agreement of the Surviving Limited Liability Company.

1.5 Members and Managers. The members and managers of Proveer immediately prior to the Effective Date shall be the members and managers of the Surviving Limited Liability Company, until their successors shall have been duly elected and qualified or until otherwise provided by: (i) applicable law, (ii) the Articles of Organization of the Surviving Limited Liability Company or (iii) the Limited Liability Company Agreement of the Surviving Limited Liability Company.

2. EFFECT ON MEMBERSHIP INTERESTS

As of the Effective Date, by virtue of the Merger and without any action on the part of the parties to this Agreement, the basis and manner of converting the membership interests of the Companies shall be as follows:

- A. Prior to the Effective Date, Proveer International LLC owned all of the Sign Supply (GA) Membership Interests.
- B. Prior to the Effective Date, Proveer International LLC owned all of the Proveer Membership Interests.
- C. As of the Effective Date, the Sign Supply (GA) Membership Interests shall be cancelled.
- D. As of and after the Effective Date, all of the Proveer Membership Interests will remain issued and outstanding and Proveer International LLC will own 100% of the Proveer Membership Interests.

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3. EFFECT OF THE MERGER

3.1 Rights, Privileges and Obligations. On the Effective Date of the Merger, the Surviving Limited Liability Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of whatever nature, of Sign Supply (GA) and Proveer; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Sign Supply (GA) and Proveer shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Limited Liability Company without further act or deed; title to any real estate, or any interest

therein vested in Sign Supply (GA) or Proveer, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Sign Supply (GA) and Proveer shall be preserved unimpaired, and all liens upon the property of Sign Supply (GA) or Proveer shall be preserved unimpaired, and all debts, liabilities, obligations and duties of Sign Supply (GA) and Proveer shall thenceforth remain with or be attached to, as the case may be, the Surviving Limited Liability Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances. From time to time, as and when required by the Surviving Limited Liability Company or by its successors and assigns, there shall be executed and delivered on behalf of Sign Supply (GA) such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Limited Liability Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Sign Supply (GA) and otherwise to carry out the purposes of this Agreement, and the members and managers of the Surviving Limited Liability Company are fully authorized in the name and on behalf of Sign Supply (GA) or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL

4.1 Entire Agreement/Modification. This Agreement constitutes the entire agreement among the parties, and the final written expression of all of the agreements between the parties, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties, with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing executed by the parties.

4.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.3 Binding Effect/Assignment/Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Neither party shall assign this Agreement without the express written permission of the other party hereto. Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

4.4 Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the State of Florida.

4.5 Waiver. The waiver of any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

4.6 Severability. The provisions of this Agreement shall be deemed severable from each other, and, if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

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DIVISION OF CORPORATIONS
10 MAY 28 AM 10:18

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date set forth above.

SIGN SUPPLY USA (GA) LLC,

By: Carrie M. Kane
Name: CARRIE M KANE
Title: SECRETARY

PROVEER USA LLC,

By: Howard J. Spitz
Name: HOWARD J SPITZ
Title: ASSISTANT SECRETARY

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") is made and entered into as of this 31 day of May, 2010, by and between SIGN SUPPLY USA WEST LLC, a Delaware limited liability company ("Sign Supply West"), and PROVEER USA LLC, f/k/a Sign Supply USA LLC, a Florida limited liability company ("Proveer").

WHEREAS, Sign Supply West is a limited liability company duly organized and existing under the laws of the State of Delaware and, on the date hereof, all of the issued and outstanding membership interests are owned by a single member, Proveer International LLC (the "Sign Supply West Membership Interests;

WHEREAS, Proveer is a limited liability company duly organized and existing under the laws of the State of Florida and, on the date hereof, all of the issued and outstanding membership interests are owned by a single member, Proveer International LLC (the "Proveer Membership Interests;

WHEREAS, the respective Managers of the parties deem it beneficial and to the advantage of the parties and their respective members that Sign Supply West be merged with and into Proveer; and

WHEREAS, each of the parties has, subject to the requirements of its limited liability company agreement, adopted the plan of merger embodied in this Agreement.

NOW THEREFORE, for and in consideration of the foregoing recitals, and the covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Sign Supply West shall be merged with and into Proveer in accordance with the applicable laws of the States of Florida and Delaware (the "Merger"). The separate existence of Sign Supply West shall cease, and Proveer shall be the surviving limited liability company (the "Surviving Limited Liability Company") and shall be governed by the laws of the State of Florida.

1.2 Effective Date. The Merger shall become effective on May 31, 2010 at 12:01 am as specified in the certificates or articles of merger, with the Secretaries of State of the States of Florida and Delaware, to the extent required by the laws of such States (the "Effective Date"), after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings.

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1.3 Articles of Organization. On the Effective Date, the Articles of Organization of Proveer, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Limited Liability Company.

1.4 Limited Liability Company Agreements. On the Effective Date, the Limited Liability Company Agreement of Proveer, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Limited Liability Company Agreement of the Surviving Limited Liability Company.

1.5 Members and Managers. The members and managers of Proveer immediately prior to the Effective Date shall be the members and managers of the Surviving Limited Liability Company, until their successors shall have been duly elected and qualified or until otherwise provided by: (i) applicable law, (ii) the Articles of Organization of the Surviving Limited Liability Company or (iii) the Limited Liability Company Agreement of the Surviving Limited Liability Company.

2. EFFECT ON MEMBERSHIP INTERESTS

As of the Effective Date, by virtue of the Merger and without any action on the part of the parties to this Agreement, the basis and manner of converting the membership interests of the Companies shall be as follows:

- A. Prior to the Effective Date, Proveer International LLC owned all of the Sign Supply West Membership Interests.
- B. Prior to the Effective Date, Proveer International LLC owned all of the Proveer Membership Interests.
- C. As of the Effective Date, the Sign Supply West Membership Interests shall be cancelled.
- D. As of and after the Effective Date, all of the Proveer Membership Interests will remain issued and outstanding and Proveer International LLC will own 100% of the Proveer Membership Interests.

3. EFFECT OF THE MERGER

3.1 Rights, Privileges and Obligations. On the Effective Date of the Merger, the Surviving Limited Liability Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of whatever nature, of Sign Supply West and Proveer; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Sign Supply West and Proveer shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in, the Surviving Limited Liability Company without further act or deed; title to any real estate, or any interest therein vested in Sign Supply West or Proveer, shall not revert or in any way be impaired

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by reason of this Merger; and all of the rights of creditors of Sign Supply West and Proveer shall be preserved unimpaired, and all liens upon the property of Sign Supply West or Proveer shall be preserved unimpaired, and all debts, liabilities, obligations and duties of Sign Supply West and Proveer shall thenceforth remain with or be attached to, as the case may be, the Surviving Limited Liability Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances. From time to time, as and when required by the Surviving Limited Liability Company or by its successors and assigns, there shall be executed and delivered on behalf of Sign Supply West such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Limited Liability Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Sign Supply West and otherwise to carry out the purposes of this Agreement, and the members and managers of the Surviving Limited Liability Company are fully authorized in the name and on behalf of Sign Supply West or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL

4.1 Entire Agreement/Modification. This Agreement constitutes the entire agreement among the parties, and the final written expression of all of the agreements between the parties, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties, with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only by a writing executed by the parties.

4.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.3 Binding Effect/Assignment/Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Neither party shall assign this Agreement without the express written permission of the other party hereto. Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

4.4 Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the State of Florida.

4.5 Waiver. The waiver of any party hereto of a breach of any provision

11:43
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 MAY 28 AM 12:18

hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

4.6 Severability. The provisions of this Agreement shall be deemed severable from each other, and, if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

10 MAY 28 AM 9:18

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date set forth above.

SIGN SUPPLY USA WEST LLC,

By: Carrie M. Kane
Name: CARRIE M KANE
Title: SECRETARY

PROVEER USA LLC,

By: Howard J. Spitz
Name: HOWARD J SPITZ
Title: ASSISTANT SECRETARY

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10 MAY 28 AM 13:18
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