

PO6000073556

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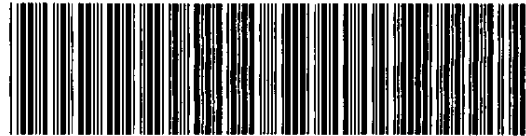
PO6-73556

(Document Number)

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10 OCT -4 PM 3:29

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

N. Culligan OCT -4 2010



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 10, 2010

ADAM L. HAND, ESQ.  
BECKMAN LAWSON, LLP  
200 E. MAIN STREET, SUITE 800  
FORT WAYNE, IN 46802

SUBJECT: PROVOTO, INC.  
Ref. Number: P06000073556

We have received your document for PROVOTO, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The filing fee is \$35.00 per party. There is a balance due of \$35.00.

The effective date must be specific and cannot be prior to the date of filing.

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) 245-6067.

Neysa Culligan  
Regulatory Specialist II

Letter Number: 310A00021568

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Provoto, LLC  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Adam L. Hand, Esq.

Contact Person

Beckman Lawson, LLP

Firm/Company

200 E. Main Street, Suite 800

Address

Fort Wayne, IN 46802

City, State and Zip Code

ahand@beckmanlawson.com

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

For further information concerning this matter, please call:

Adam L. Hand, Esq.

Name of Contact Person

at ( 260 )

422-0800

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 24, 2010

ADAM L. HAND, ESQ.  
BECKMAN LAWSON, LLP  
200 E. MAIN STREET, SUITE 800  
FORT WAYNE, IN 46802

SUBJECT: PROVOTO, INC.  
Ref. Number: P06000073556

We have received your document for PROVOTO, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date must be specific and cannot be prior to the date of filing.

The Agreement and Plan of merger still has the September 1, 2010 effective date.

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) 245-6067.

Neysa Culligan  
Regulatory Specialist II

Letter Number: 310A00021568

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

10 OCT -4 PM 3: 29

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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>
Provoto, Inc.	Florida	Corporation

**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>
Provoto, LLC	Indiana	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.

**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:

\_\_\_\_\_  
Date of Filing.

**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:

\_\_\_\_\_  
2736 Smith Road

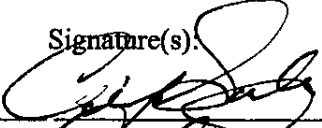

\_\_\_\_\_  
Fort Wayne, IN 46804

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Provoto, Inc.		CINDY SANDERS
Provoto, LLC		CINDY SANDERS

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

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

**AGREEMENT AND PLAN OF CROSS-SPECIES MERGER OF  
PROVOTO, INC.  
WITH AND INTO  
PROVOTO, LLC**

This Agreement and Plan of Cross-Species Merger ("Agreement") is effective as of the date of filing with the Florida Secretary of State ("Effective Date") by and between Provoto, Inc., a Florida corporation ("Provoto-Florida") and Provoto, LLC, an Indiana limited liability company ("Provoto-Indiana") (Provoto-Florida and Provoto-Indiana together "Companies").

**RECITALS**

A. The board of directors of Provoto-Florida and members of Provoto-Indiana deem it advisable and in the best interests of both of the Companies to engage in a merger of equals in order to advance the long-term strategic interests of the Companies.

B. To effect such a merger of equals, upon the terms and provisions set forth herein, Provoto-Florida will merge with and into Provoto-Indiana, with Provoto-Indiana continuing as the Surviving Company, as that term is defined below.

C. The intent of this Agreement is to document a merger that the Companies intend to merge and exist as a continuation of the merged Company pursuant to the relevant sections of the Internal Revenue Code.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. **MERGER.**

1.1 Provoto-Florida shall be merged with and into Provoto-Indiana in accordance with the laws of the State of Indiana. The separate legal existence of Provoto-Florida shall thereby cease, and Provoto-Indiana shall be the surviving Company (the "Surviving Company"). The principal office of the Surviving limited liability company shall be located at 2736 Smith Road, Fort Wayne, IN 46804.

1.2 The name that the Surviving Company is to have after the merger shall be "Provoto, LLC"



1.3 On the Effective Date, the separate existence of Provoto-Florida ("Merging Company") shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date, the Surviving Company shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Organization and Operating Agreement, of the Companies. All the rights, privileges, and property, real, personal and mixed, of the Merging Company, and all debts due on whatever account to it, including all choses in action and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Company shall be thereafter as effectually the property of the Surviving Company as they were of the Merging Company.

1.4 From and after the Effective Date, the Surviving Company shall be subject to all the duties and liabilities of a Company organized under the Indiana Business Flexibility Act, and shall be liable and responsible for all liabilities and obligations. The rights of the creditors of the Companies, or of any person dealing with such Company, or any liens upon the property of such Company shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such Company may be prosecuted to judgment as if this merger had not taken place, or the Surviving Company may be proceeded against or substituted in place of the Merging Company. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Company shall continue unaffected and unimpaired by the merger.

2. **TERMS AND CONDITIONS OF THE MERGER.** The terms and conditions of the merger shall be as follows:

2.1 The merger shall be effective as of the date of filing with the Florida Secretary of State. The date and time of such effectiveness is referred to in this Agreement as the "Effective Date."

2.2 Prior to the Effective Date, the Companies shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Company shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Company full title to all of the property, assets, rights, privileges and franchises of the Companies, or either of them, the members and managers of the Companies shall execute and deliver all such instruments and take all such further actions as the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

### 3. **CONVERSION OF SHARES.**

3.1. **Continuing Shares.** Each share of the Merging Company currently issued in the name of any Shareholder owning outstanding shares of the Merging Company shall be converted into one (1) membership unit of the Surviving Company.

4. **WARRANTY OF THE COMPANIES.** Each of the Companies warrants that its shareholders and members have adopted this Agreement, such adoptions and approvals being represented by the Unanimous Consent Resolutions attached as Exhibit "A".

5. **ARTICLES OF ORGANIZATION, OPERATING AGREEMENT, AND DIRECTORS.**

5.1 The Articles of Organization of Provoto-Indiana, as in effect immediately prior to the Effective Date, shall after the merger continue to be the Articles of Organization of the Surviving Company until duly amended in accordance with applicable law, and no change to such Articles of Organization shall be effected by the merger.

5.2 The Operating Agreement of Provoto-Indiana, if any, as in effect immediately prior to the Effective Date, shall after the merger continue to be the Operating Agreement of the Surviving Company until duly amended in accordance with applicable law, and no change to such Operating Agreement shall be effected by the merger.

5.3 The persons who are the officers and directors of Provoto-Indiana immediately prior to the Effective Date shall after the merger continue as the managers of the Surviving Company, until their successors have been duly elected and qualified in accordance with applicable laws and the Articles of Organization and Operating Agreement of the Surviving Company.

6. **CONTRIBUTION OF ASSETS AND LIABILITIES.** At the Effective Date, the Merging Company will contribute all of their assets and liabilities to the Surviving Company.

7. **OTHER DOCUMENTS.** Each of the officers and directors of the Companies agrees to execute and deliver, or cause to be executed and delivered, all documents necessary or desirable for the purpose of effectuating this transaction.

8. **MISCELLANEOUS.**

8.1 **Binding Agreement.** This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

8.2 **Entire Agreement and Modification.** This Agreement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

8.3 **Gender.** Whenever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.

8.4 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Indiana.

8.5 **Invalid Provision/Severability.** The invalidity or unenforceability of any particular portion of this Agreement shall not affect the other provisions of it, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

8.6 **Headings.** The section headings in this Agreement are included solely for convenience, and shall not affect or be used in connection with the interpretation of this Agreement.

8.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

8.8 **Rule of Construction.** The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

8.9 **Recitals.** All recitals set forth in this Agreement are incorporated by reference and are true.

8.10 **Time of Essence.** Time is of the essence in this Agreement.

8.11 **Authority To Sign.** Each person signing this Agreement in a representative capacity on behalf of a party warrants and represents to each other party that:

8.11.1 **Actual Authority to Bind Principal.** The person executing this Agreement has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of this Agreement; and

8.11.2 **Company Action.** All company action necessary to authorize the making of this Agreement has been duly taken.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Companies pursuant to the authorization by the officers and directors of the Companies, all as of the day and year first above written.

PROVOTO, INC.  
(FLORIDA)

By: 

Cindy Sanders

Its: President

PROVOTO, LLC  
(INDIANA)

By: 

Cindy Sanders

Its: Member

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE SOLE SHAREHOLDER OF  
PROVOTO, INC.**

The following action was taken by the sole shareholder of Provoto, Inc., a Florida corporation, (the "Company") without a meeting and by means of unanimous written consent, as of the 31st day of August, 2010.

**RESOLVED**, that the sole shareholder of the Company, individually and jointly, consent to and authorize the merger of Company into Provoto, LLC, an Indiana limited liability company, on the terms and pursuant to that certain Agreement and Plan of Cross-Species Merger of Provoto, Inc. with and into Provoto, LLC of even date, a copy of which is attached hereto as Exhibit "A."

**RESOLVED**, that all affidavits, certificates, arrangements, documents, agreements and instruments executed or delivered by Cindy Sanders, President of Company, for and on behalf of the Company, and in connection with the transactions described or referred to in these resolutions, whether previously or subsequently done or performed, which are in conformity with the intent and purposes of these resolutions and the agreements referred to in these resolutions, shall be, and the same by these resolutions are, ratified, confirmed, and approved in all respects.

**RESOLVED**, that all actions taken by Cindy Sanders, President of Company, and the directors, officers, agents, or employees of the Company, in connection with the transactions described or referred to in these resolutions, whether previously or subsequently done or performed, which are in conformity with the intent and purposes of these resolutions, agreements, and instruments referred to in these resolutions, shall be, and the same by these resolutions are, ratified, confirmed, and approved in all respects.

A handwritten signature in black ink, appearing to read 'Cindy Sanders', is written over a horizontal line.

Cindy Sanders, Sole Shareholder


**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
PROVOTO, LLC**

The following action was taken by the sole member of Provoto, LLC, an Indiana limited liability company, (the "Company") without a meeting and by means of unanimous written consent, pursuant to IND. CODE § 23-4-1-1 *et seq.* as of the 31st day of August, 2010.

**RESOLVED**, that the undersigned sole member of the Company, individually and jointly, consent to and authorize the merger of Provoto, Inc., a Florida corporation into Company, on the terms and pursuant to that certain Agreement and Plan of Cross-Species Merger of Provoto, Inc. with and into Provoto, LLC of even date, a copy of which is attached hereto as Exhibit "A."

**RESOLVED**, that all affidavits, certificates, arrangements, documents, agreements and instruments executed or delivered by Cindy Sanders, Member of Company, for and on behalf of the Company, and in connection with the transactions described or referred to in these resolutions, whether previously or subsequently done or performed, which are in conformity with the intent and purposes of these resolutions and the agreements referred to in these resolutions, shall be, and the same by these resolutions are, ratified, confirmed, and approved in all respects.

**RESOLVED**, that all actions taken by Cindy Sanders, Member of Company, as Company's Manager, and the members, officers, agents, or employees of the Company, in connection with the transactions described or referred to in these resolutions, whether previously or subsequently done or performed, which are in conformity with the intent and purposes of these resolutions, agreements, and instruments referred to in these resolutions, shall be, and the same by these resolutions are, ratified, confirmed, and approved in all respects.

  
Cindy Sanders, Sole Member

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

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