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SECRETARY OF STATE
TALLAHASSEE FLORIDA

Morgan

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Invodo, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Melissa Meyers
(Contact Person)

FedEx Airbill
Enclosed

Armbrust + Brown, L.L.P.
(Firm/Company)

100 Congress Avenue, Suite 1300
(Address)

Austin, TX 78701-2744
(City/State and Zip Code)

For further information concerning this matter, please call:

Melissa Meyers At (512) 435-2358
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Business Corporation Act, Florida Statutes.

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First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Invodo, Inc.	Texas	800771500

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Invodo, Inc.	Florida	P06000119044

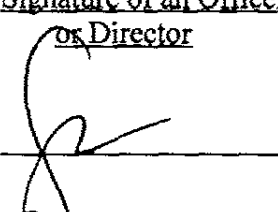
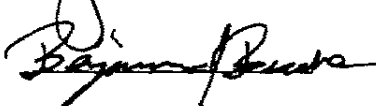
Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation – The Plan of Merger was adopted by the shareholders of the surviving corporation on February 6, 2007.

Sixth: Adoption of Merger by merging corporation(s) – The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 6, 2007.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual Officer or Director and Title</u>
<u>Invodo, Inc., a Texas corporation</u>		<u>Bruce A. Mayer</u>
<u>Invodo, Inc., a Florida corporation</u>		<u>Benjamin J. Brooke</u>

PLAN AND AGREEMENT OF MERGER

OF

INVODO, INC., a Florida corporation

WITH AND INTO

INVODO, INC., a Texas corporation

This PLAN AND AGREEMENT OF MERGER ("Plan") is entered into by and among and provides for the merger of **INVODO, INC.**, a Florida corporation (the "Merging Entity") with and into **INVODO, INC.**, a Texas corporation ("Surviving Corporation").

1. **Declarations.** Surviving Corporation is a profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Merging Entity is a profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The respective shareholders, directors and officers of the Merging Entity and Surviving Corporation (the Merging Entity and Surviving Corporation are collectively sometimes referred to as the "Constituent Entities"), deem it advisable that the Merging Entity merge with and into Surviving Corporation in a combination merger (the "Merger") to be consummated upon the terms and conditions set forth in this Plan and in accordance with the laws of the State of Texas.

2. **Entity Surviving the Merger.** At the "Effective Time of the Merger," as hereinafter defined, the Merging Entity shall be merged with and into the Surviving Corporation; and the Surviving Corporation shall be a new corporation governed under the laws of the State of Texas. The separate existence of the Merging Entity shall thereupon cease.

3. **Terms and Conditions of the Merger.** The terms and conditions of the Merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(i) the Constituent Entities shall be merged into a single corporation, which shall be the Surviving Corporation;

(ii) the separate existence of the Merging Entity shall cease;

(iii) the Surviving Corporation shall, without transfer, thereupon and thereafter possess all of the rights, privileges, immunities, defenses, powers and franchises, of a public as well as a private nature, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Entities; and all real, personal and mixed property and all debts due (on whatever account, for subscriptions as well as for all other chooses in action and all and every other

interest, of or belonging to each of the Constituent Entities) to either of the Constituent Entities shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers, franchises, and all and every other interest shall thereafter be the property of the Surviving Corporation as effectually as they were of the respective Constituent Entities, and the title or interest to any real estate vested by deed, lease or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

(iv) All company acts, plans, policies, contracts, approvals and authorizations of the Merging Entity and its shareholders, directors and officers elected or appointed by its shareholders and directors that were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to the Merging Entity. Any employees of the Merging Entity at the Effective Time of the Merger, if any, shall become the employees of the Surviving Corporation.

(b) The directors and officers of Surviving Corporation immediately prior to the Effective Time of the Merger shall be and constitute the directors and officers of the Surviving Corporation subsequent to the Merger, to serve in accordance with the Bylaws of the Surviving Corporation and until their respective successors shall have been duly elected and qualified.

4. Certificate of Formation and Bylaws.

(a) Certificate of Formation. From and after the Effective Time of the Merger, the Certificate of Formation of Surviving Corporation, as in effect immediately prior to the Effective Time of the Merger, shall be the Certificate of Formation of the Surviving Corporation subsequent to the Merger, subject to the right of the Surviving Corporation to further amend its Certificate of Formation after the Merger in accordance with the Texas Business Organizations Code.

(b) Bylaws. The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time of the Merger, shall be the Bylaws of the Surviving Corporation as in effect at and subsequent to the Effective Time of the Merger, until further changed or amended as provided therein.

5. Cancellation of Shares of Stock. The manner and basis of cancellation of the shares of stock of the Merging Entity are as follows:

(a) None of the shares of stock of Surviving Corporation issued at the Effective Time of the Merger shall be converted as a result of the Merger, but all of such shares of stock shall remain issued to the Shareholders of the Surviving Corporation.

(b) On the Effective Date, each of the shares of stock of the Merging Entity shall cease to exist and be cancelled and no cash, property rights or securities of the Surviving Corporation or any other entity shall be issued in exchange or upon conversion thereof.

6. Other Provisions with Respect to the Merger.

(a) This Plan shall be submitted to each of the Constituent Entities in accordance with the provisions of the Texas Business Organizations Code, as applicable. After approval or adoption of this Plan of Merger by the shareholders and directors of each of the Constituent Entities, all required documents shall be executed, verified, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the applicable statutes of the States of Texas.

(b) The Constituent Entities, by mutual consent of their respective shareholders and directors, to the extent permitted by law, and each Constituent Entities' governing documents may amend, modify, supplement and interpret this Plan in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by their respective shareholders and directors, and, in the case of an interpretation, the actions of such shareholders and directors shall be binding; provided, however, that no amendment, modification, or supplement shall affect the rights of any shareholders or directors in any manner which is materially adverse to any such shareholders or directors in the judgment of the respective shareholders and directors.

7. Approval and Effective Time of the Merger.

(a) The Merger shall become effective when all of the following actions shall have been taken: (i) the adoption and approval of this Plan by the respective shareholders and directors of the Constituent Entities, and (ii) the acceptance by and filing with the Secretary of State of Texas of a Certificate of Merger—Combination Merger relating to the Merger, setting forth the information required by, and executed and verified in accordance with the Texas Business Organizations Code, to which this Plan may be attached, and the issuance by the Secretary of State of Texas of verifications of filing of the Certificates of Merger. As used herein, the term "Effective Time of the Merger" refers to the time and date when the last of the events set forth in 7.(a)(i) and (ii) shall have occurred.

(b) If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Merging Entity acquired or to be acquired by or as a result of the Merger, the proper officers, shareholders and directors of the Merging Entity and of the Surviving Corporation, respectively, shall be, and they hereby are, severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and to take such other action as may be necessary or proper in the name of the Merging Entity, or the Surviving Corporation, to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Plan.

8. **Defined Terms.** Capitalized terms utilized in this Plan shall have the same meaning ascribed thereto in the governing documents of the Constituent Entities, as appropriate.

IN WITNESS WHEREOF, each of the Constituent Entities has, pursuant to the authority duly given by their respective shareholders, directors or officers, as applicable, caused this Plan to be executed on its behalf by its authorized representative officers as of February 6, 2007.

MERGING ENTITY:

INVODO, INC., a Florida corporation

By: [Signature]
FEB 6th, 2007

SURVIVING ENTITY:

INVODO, INC., a Texas corporation

By: [Signature]
FEB 6th, 2007

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 6th day of February, 2007, by BRAD T. MAYER, BRUCE BROOKE of INVODO, INC., a Florida corporation, on behalf of said corporation. MANAGING PARTNER



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 6th day of February, 2007, by BEN BROOKE, CEO of INVODO, INC., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

