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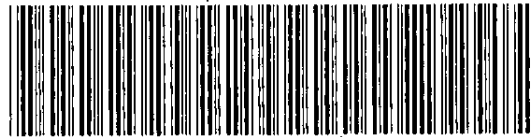
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NOV - 5 2010

EXAMINER



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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
PALM BEACH, FLORIDA

B. KOHR

NOV - 5 2010

EXAMINER

FILED
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DIVISION OF CORPORATIONS

10 NOV - 5 PM 2:39



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 567764 4328337
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 75.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 NOV -5 PM 2:39

ORDER DATE : November 5, 2010

ORDER TIME : 10:53 AM

ORDER NO. : 567764-015

CUSTOMER NO: 4328337

ARTICLES OF MERGER

LANCE SPRINKLE, LLC
PET PARTNERS OF HUDSON, LLC

INTO

PET PARTNERS OF BAYONET POINT,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

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DIVISION OF CORPORATIONS
10 NOV -5 PM 2:39

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>
Lance Sprinkle, LLC	FL	LLC
Pet Partners of Hudson, LLC	FL	LLC
Pet Partners of Bayonet Point, LLC	FL	LLC

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>
Pet Partners of Bayonet Point, LLC	FL	LLC

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:

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:

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:

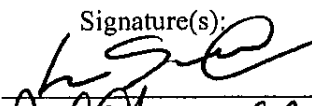
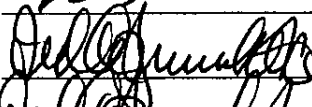

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

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 Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Lance Sprinkle, LLC		Lance Sprinkle
Pet Partners of Hudson, LLC		Ted A. Sprinkle
Pet Partners of Bayonet Point, LLC		Ted A. Sprinkle

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:

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

Certified Copy (optional): \$30.00

PLAN OF MERGER

PLAN OF MERGER approved on November 5, 2010 by LANCE SPRINKLE, LLC ("LS"), a Florida limited liability company, by resolution adopted by its Members on said date, by PET PARTNERS OF HUDSON, LLC ("Hudson"), a Florida limited liability company, by resolution adopted by its Members on said date, and by PET PARTNERS OF BAYONET POINT, LLC ("Pet Partners"), a Florida limited liability company, by resolution adopted by its Members on said date.

1. Upon the terms and conditions hereinafter set forth and pursuant to the provisions of the Florida Limited Liability Company Act, LS and Hudson shall be merged with and into Pet Partners, with Pet Partners being the surviving limited liability company upon the effective date of the merger (sometimes hereinafter referred to as the "surviving company"), and which shall continue to exist as the surviving company under its present name pursuant to the provisions of the laws of the State of Florida. The separate existence of each of LS and Hudson shall cease at the effective time and date of the merger set forth below in accordance with the provisions of the Florida Limited Liability Company Act.

2. The Articles of Organization of Pet Partners at the effective date of the merger shall be the Articles of Organization of the surviving company; and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

3. The Operating Agreement of Pet Partners at the effective time and date of the merger will be the Operating Agreement of the surviving company 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 Florida Limited Liability Company Act.

4. The Members and officers in office of Pet Partners at the effective time and date of the merger shall be the members and the officers of the surviving company, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement of the surviving company.

5. Each membership interest of each of LS and Hudson immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, be cancelled and extinguished. The membership interests of Pet Partners shall not be converted or exchanged in any manner, but each said interest which is issued at the effective date of the merger shall continue to represent one membership interest of the surviving company.

6. The Plan of Merger herein made and approved shall be submitted to each of the Members of LS, Hudson and Pet Partners for their approval or rejection in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and the merger of LS and Hudson with and into Pet Partners shall be authorized in the manner prescribed by the laws of the State of Florida.

7. In the event that the Plan of Merger shall have been approved by the Members entitled to vote of LS, Hudson and Pet Partners in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and in the event that the merger of LS and Hudson with and into Pet Partners shall have been duly authorized in compliance with the laws of the State of Florida, each of LS, Hudson and Pet Partners 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 that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Members and the proper officers of LS and Hudson and the Members and the proper officers of Pet Partners, 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 Plan of Merger or of the merger herein provided for.

9. The effective date of the merger herein agreed upon shall be the date upon which the Certificate of Merger is filed with the Secretary of State of the State of Florida.