

# L10000106335

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000114873 3)))



H1100011487334BC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

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

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

Email Address: \_\_\_\_\_

2011 APR 27 AM 9:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

MERGER OR SHARE EXCHANGE

Barking Deals, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

RECEIVED

11 APR 27 AM 8:01

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. LEWIS

APR 28 2011

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

FILED

2011 APR 27 AM 9:06

Certificate of Merger  
For  
Florida Limited Liability Company

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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>
<u>L10000106335</u>		
<u>Barking Deals, LLC</u>	<u>Florida</u>	<u>Limited Liability Company</u>
<u>Barking Deals, Inc.</u>	<u>Delaware</u>	<u>Corporation</u>

**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>
<u>Barking Deals, Inc.</u>	<u>Delaware</u>	<u>Corporation</u>

**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:** The survivor's principal office address in the State of Delaware is as follows:

1209 Orange Street  
Wilmington, Delaware 19801

**SIXTH:** The surviving entity 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.

FILED

2011 APR 27 AM 9:06

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SEVENTH:** 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: 630 Brooker Creek Blvd., Suite 340  
Oldemar, FL 34677  
Attention: Stephen Waters

Mailing address: 630 Brooker Creek  
Oldemar, FL 34677  
Attention: Stephen Waters

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.

**EIGHTH:** Signature for Each Party:

Name of Entity/Organization

Barking Deals, LLC

Barking Deals, Inc.

Signature:


Typed or Printed  
Name of Individual

Stephen Waters

Stephen Waters

FILED

2011 APR 27 AM 9:06

AGREEMENT AND PLAN OF MERGER

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This AGREEMENT AND PLAN OF MERGER dated as of April 26, 2011 (this "Agreement") is between Barking Deals, LLC, a Florida limited liability company (the "LLC"), and Barking Deals, Inc., a Delaware corporation (the "Corporation").

Introduction

The members of the LLC and the sole director and sole stockholder of the Corporation have determined that it is desirable for, and in the best interest of, their respective business entities that the LLC merge with and into the Corporation (the "Merger") pursuant to the terms and conditions of this Agreement and in accordance with the Florida Limited Liability Company Act and the Delaware General Corporation Law. Accordingly, in consideration of the respective agreements hereinafter set forth, the parties hereby agree as follows:

1. Merger.

1.1. The Merger. As of the Effective Time (as defined in Subsection 1.2 hereof), (a) the LLC shall be merged with and into the Corporation, and the separate existence of the LLC shall thereupon cease, and (b) the Corporation, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence and be organized under and governed by the Delaware General Corporation Law under its present name and with the corporate purposes specified in its certificate of incorporation.

1.2. Effective Time. The Merger shall be effected by the filing of a certificate of merger with the Secretary of State of Delaware and a certificate of merger with the Florida Department of State. The Merger shall become effective at the time of filing of the later of the two forms (the "Effective Time").

1.3. Certificate of Incorporation and By-Laws. The certificate of incorporation and the by-laws of the Corporation, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation and the by-laws of the Surviving Corporation until thereafter amended as provided therein.

1.4. Directors and Officers. The sole member of the Corporation's board of directors immediately prior to the Effective Time shall be the sole member of the board of directors of the Surviving Corporation, and the officers of the Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and the by-laws of the Surviving Corporation.

1.5. Surviving Corporation. The Surviving Corporation shall continue under the name Barking Deals, Inc. with its principal place of business at 630 Brooker Creek Boulevard, Suite 340, Oldsmar, Florida 34677.

2. Issuance of Shares. Each individual unit of membership interest in the LLC held by the members of the LLC immediately prior to the Effective Time (the "Membership Interests") shall, by virtue of the Merger and without any further action on the part of the holder thereof, be converted into one (1) share of the common stock of the Corporation, par value \$0.0001 per share ("Common Stock"), as reflected in the table attached hereto as Schedule A.

3. Cancellation of Outstanding Common Stock. All shares of Common Stock of the Corporation issued and outstanding prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of the holder thereof, be cancelled and retired and shall assume the status of authorized and unissued shares of Common Stock.

4. Stock Certificates. As soon as practicable following the Effective Time, the Corporation, in exchange for a signed investment letter, will issue to the members of the LLC who, by virtue of the Merger, become stockholders of the Corporation, certificates representing the shares of Common Stock into which each member's Membership Interest shall have been converted as herein provided. Until any such stock certificate is issued, the registered owner of the Membership Interest on the books and records of the LLC shall have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Common Stock into which such Membership Interest shall have been converted by virtue of the Merger.

5. Further Assurances. From time to time, as and when required by the Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the LLC 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, perfect or confirm, of record or otherwise, in the Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the LLC, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Corporation are fully authorized to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. General Provisions.

6.1 Right to Abandon. Either party may abandon the Merger under this Agreement at any time prior to the filing of the certificate of merger with the Delaware Secretary of State and certificate of merger with the Florida Department of State.

6.2 Waiver. No failure to exercise and no delay in exercising, on the part of either party, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

6.3 Amendments. This Agreement may be modified or amended only by a written instrument signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

6.4. Headings. The descriptive headings of the several sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

6.5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, *provided* that no party may assign its rights hereunder without the prior written consent of the nonassigning party.

6.6. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

6.7. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

*[remainder of page intentionally left blank]*


FILED

2011 APR 27 AM 9:06

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

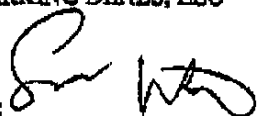
EXECUTED as a sealed instrument as of the date first above written.

BARKING DEALS, INC.

By:   
Stephen Watters

President

BARKING DEALS, LLC

By:   
Stephen Watters  
Manager

THIS AGREEMENT AND PLAN OF MERGER MAY BE EXECUTED IN COUNTERPARTS

**SCHEDULE A**

**Conversion of Membership Interests**

Member	Units	Shares Issued Pursuant to Merger
Stephen Watters	253,000	253,000
Brian Nugent	3,000	3,000
Sumit Birla	3,000	3,000
Kristen Levine	1,111	1,111
James Joyal	500	500
Todd DeFran	500	500