

To: FL Dept of State
Subject: PET360, Inc.

From: Katie Wensch

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Division of Corporations

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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
PET360, INC.**

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**ARTICLES OF MERGER
OF
UNIQUE LUCK LIMITED, A HONG KONG COMPANY
INTO
PET360, INC., A FLORIDA CORPORATION**

June 18, 2010

Pursuant to the provisions of 607.1101, 607.1104, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), PET360, INC., a Florida corporation ("PET"), and UNIQUE LUCK LIMITED, a company incorporated under the laws of Hong Kong (the "Unique"), adopt the following Articles of Merger for the purpose of merging Unique with and into PET (the "Merger").

FIRST: The Plan of Merger is attached hereto as Exhibit A.

SECOND: The Plan of Merger was adopted and approved by sole shareholder and sole director of PET in accordance with the provisions of Sections 607.1103, 607.1107 and 607.1108 of the Act as of June 1, 2010.

THIRD: The Plan of Merger was adopted and approved by the directors and shareholders of Unique on June 7, 2010, in accordance with the provisions of the provisions of Section 48C, 167 and 168 of the Hong Kong Companies Ordinance.

FOURTH: The effective date of the Merger shall be the later of the filing of these Articles (or the Hong Kong equivalent of these Articles, as applicable) with (i) the Department of State of the State of Florida and (ii) the Registrar of Companies in Hong Kong.

FIFTH: These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile signatures shall be deemed originals for all purposes of these Articles of Merger.

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IN WITNESS WHEREOF, these Articles of Merger have been executed on
behalf of the parties hereto as of the date first written above.

PET360, INC.

By: 

Name: Nicolas Chereque

Title: President

UNIQUE LUCK LIMITED

By: _____

Name: _____

Title: _____

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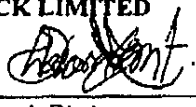
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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the date first written above.

PET360, INC.

By: _____
Name:
Title:

UNIQUE LUCK LIMITED

By:  _____
Name: Lohasamrit Dhakorn
Title: Director

[signature page to Pet360-Unique Luck Articles of Merger]

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EXHIBIT A

PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated June 18, 2010 (this "Agreement"), between PET360, INC., a Florida corporation ("PET" or the "Surviving Corporation"), and **UNIQUE LUCK LIMITED**, a Hong Kong corporation ("Unique" or the "Constituent Corporation").

WHEREAS, PET is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Unique is a corporation duly organized and existing under the laws of Hong Kong; and

WHEREAS, the sole shareholder and sole director of PET have determined that it is advisable and in the best interests of PET that Unique will merge with and into PET, subject to the terms and conditions of this Agreement;

WHEREAS, the shareholders and directors of Unique have determined that the Merger is advisable and in the best interests of Unique that Unique will merge with and into PET, upon the terms and conditions of this Agreement; and

WHEREAS, this Agreement has been approved by each of PET and Unique in the manner required by law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Constituent Corporations.** PET and Unique shall be parties to the merger (the "Merger").

2. **Terms and Conditions of Merger.** Unique shall, pursuant to the provisions of Sections 607.1106, 607.1107 and 607.1108 of the Florida Business Corporation Act (the "FBCA") and Sections 48C, 167 and 168 of the Hong Kong Companies Ordinance, be merged with and into PET, and PET shall continue to exist pursuant to the laws of the State of Florida. At the effective time of the Merger (as set forth in paragraph 8) (the "Effective Time"), the separate corporate existence of the Constituent Corporation shall cease. At the Effective Time and in accordance with the Section 607.1106 of the FBCA, the corporate identity, existence, powers, rights and immunities of PET as the Surviving Corporation shall continue unimpaired by the Merger; and PET shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Unique, all without further act or deed.

3. **Capital Stock.** At the Effective Time, by virtue of the Merger, (i) each share of PET common stock, par value \$0.01 per share, held by Unique shall be cancelled and (ii) each share in the capital of Unique, par value HK\$1.00 per share, issued and

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outstanding immediately prior to the Effective Time shall be converted into and exchanged for 1.4456725 validly issued, fully paid and non assessable shares of common stock, par value \$0.01 per share, of the Surviving Corporation, without any action on the part of the holder thereof.

4. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to such time, represented shares of Unique shall be deemed for all purposes to evidence ownership of and to represent the number of shares of PET into which such shares of Unique are converted as provided herein. The registered owner on the books and records of Unique of any such outstanding stock certificate for shares in the capital of Unique shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to PET or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of PET common stock evidenced by such outstanding certificate as above provided.

5. **Articles of Incorporation.** From the Effective Time, the Articles of Incorporation of PET immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided in the manner prescribed by the laws of the State of Florida.

6. **Bylaws.** The Bylaws of PET as in effect as of the Effective Time shall be the Bylaws of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided in the manner prescribed by the laws of the State of Florida.

7. **Directors and Officers.** From and after the Effective Time, the directors of PET in office immediately prior to the Effective Time shall be the directors of the Surviving Corporation, 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 Bylaws of the Surviving Corporation.

8. **Effective Time.** The effective time of the Merger (the "Effective Time") shall be the later of (i) the filing of the duly executed Articles of Merger meeting the requirements of the Florida Business Corporation Act with the Secretary of State of the State of Florida and (ii) the filing of the Hong Kong equivalent of the Articles of Merger with the Register of Companies in Hong Kong.

9. **Additional Actions.** Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of Unique acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or

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otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of Unique and PET, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Unique and PET or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

10. **Termination.** This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of PET or Unique if either such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its shareholders. In the event of such termination and abandonment, this Agreement shall become void and neither PET or Unique nor their respective shareholders, directors or officers shall have any liability with respect to such termination and abandonment.

11. **Amendment.** This Agreement may be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed and enforced under the laws of the State of Florida.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

14. **Entire Agreement.** This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

15. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed
as of the date set forth above.

PET360, INC.

By: 
Name: Nicolas Chereque
Title: President

UNIQUE LUCK LIMITED

By: _____
Name: _____
Title: _____

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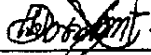
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IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed
as of the date set forth above.

PET360, INC.

By: _____
Name:
Title:

UNIQUE LUCK LIMITED

By:  _____
Name: Lohasamrit Dhakorn
Title: Director

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