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NORTON HAMMERSLEY

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MERGER OR SHARE EXCHANGE  
DIGITAL BLUE DOG, INC.

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**ARTICLES AND  
CERTIFICATE OF MERGER  
FOR A FLORIDA LIMITED LIABILITY COMPANY  
INTO A FLORIDA CORPORATION**

The following Articles and Certificate of Merger is submitted to merge the following Florida Limited Liability Company into a Florida corporation in accordance with s.608.4382 and 607.1101 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>Digital Blue Dog, LLC</u>  | <u>Florida</u>      | <u>LLC</u>              |
| <u>Digital Blue Dog, Inc.</u> | <u>Florida</u>      | <u>Corporation</u>      |
| _____                         | _____               | _____                   |
| _____                         | _____               | _____                   |

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

|                               |                |                    |
|-------------------------------|----------------|--------------------|
| <u>Digital Blue Dog, Inc.</u> | <u>Florida</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 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 (10030-1 00678103.DOCX;1 9/5/2012)

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:

N/A

**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:

N/A

**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: N/A

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.

Dated: September 5, 2012

Digital Blue Dog, LLC, a Florida  
limited liability company

By: J.R. Boyle

John R. Boyle, Manager

Digital Blue Dog, Inc., a Florida  
corporation

By: J.R. Boyle

John R. Boyle, President

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### Agreement and Plan of Merger

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the September 1, 2012, by and among Digital Blue Dog, Inc., a corporation organized and existing under the laws of the State of Florida (the "Merging Corporation"), and Digital Blue Dog, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Merged Company").

WHEREAS, the authorized capital stock of the Merging Corporation consists of 100,000,000 shares of common stock, one thousand of a cent (\$.001) par value, of which 26,184,483 shares were issued and outstanding as of the date hereof;

WHEREAS, the Board of Directors of the Merging Corporation and all members of the Merged Company have deemed it advisable and to the advantage of both entities that the Merged Company shall merge into the Merging Corporation upon the terms and conditions herein provided;

WHEREAS, the Merging Corporation and the Merged Company intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors of the Merging Corporation and all members the Merged Company have approved this Agreement and Plan of Merger. Pursuant to Florida Statute 607.1103(7), approval of the shareholders of the Merging Corporation is not required.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Corporation, the Merged Company hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Company shall be merged with and into the Merging Corporation, and the Merging Corporation shall survive the merger, all as, and with the effect, provided by the corporation laws of the State of Florida, and this Agreement and Plan of Merger. As soon as practicable after the members of the Merged Company shall approve this Agreement

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and Plan of Merger, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with each of the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on August 31, 2012, if the Certificate of Merger in each such state shall be filed prior to 5:00 p.m. local time on such date (hereinafter referred to as the "Effective Time").

2. Directors and Officers and Governing Documents. The directors and officers of the Merging Corporation shall be the same upon the Effective Time as they are for the Merging Corporation immediately prior thereto. The Certificate of Incorporation of the Merging Corporation shall continue to be the Certificate of Incorporation of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The by-laws of the Merging Corporation, as in effect at the Effective Time, shall continue to be the by-laws of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merged Company. At and after the Effective Time, the Merging Corporation shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged Company; any and all property, real, personal and mixed, and any and all debts due the Merged Company on whatever account, and all other choses in action, and all and every other interest of either of the Merged Company shall be taken and transferred to and vested in the Merging Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Merging Corporation, there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Corporation the title to and possession of powers, franchises and

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authority of the Merged Company and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Merging Corporation are fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of the Merged Company and. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each membership interest of the Merged Company held as of record by the Merging Corporation immediately prior thereto shall be changed and converted into shares of Common Stock of the Merging Corporation as set forth in Exhibit A attached hereto.

6. Stock of the Merging Corporation. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of the Merging Corporation outstanding immediately prior thereto shall retain the status of an authorized and issued share of Common Stock of the Merging Corporation.

7. Stock Certificates. At and after the Effective Time, each certificate representing membership interests of the Merged Company shall be exchanged for certificates representing shares of Common Stock of the Merging Corporation. Promptly upon such exchange, the Merging Corporation shall cause to be cancelled and retired each such membership interest of the Merged Company issued pursuant to the immediately preceding sentence.

8. Employee Benefit Plans. As of the Effective Time, the Merging Corporation shall assume all obligations of the Merged Company under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Merging Corporation in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of the Merged Company immediately prior to the Effective Time shall be recorded on the books of the Merging Corporation at the same amounts at

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which they were carried on the books of the Merged Company immediately prior to the Effective Time.

(b) There shall be credited as surplus in respect of the capital account of the Merging Corporation the excess of (i) the amount of the capital of the Merged Company in respect of the membership interests of the Merged Company and, respectively, plus the amount carried in the Capital Surplus account of the Merged Company immediately prior to the Effective Time over (ii) the amount credited as stated capital in respect of the membership interests of the Merged Company pursuant to paragraphs (a) of this Section 9.

(c) There shall be credited as surplus in respect of retained earnings of the Merging Corporation the aggregate of the amount carried in the Retained Earnings account of the Merged Company immediately prior to the Effective Time.

10. Appointment of Agent. The Merging Corporation hereby consents to service of process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of the Merged Company, and hereby irrevocably appoints the Secretary of State such jurisdiction as the Merging Corporation's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation.

11. Amendment. At any time before or after approval and adoption by the members of the Merged Company and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of the Merging Company and the members of the Merged Corporation to be necessary, desirable or expedient; provided, however, that, after approval of the members of the Merged Company, such amendment may not materially and adversely affect the rights and interests of the members of the Merged Company.

12. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the members of the Merged Company, notwithstanding approval of this Agreement and Plan of Merger by the Board of Directors of the Merging Corporation.

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13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the members of the Merged Company, the Board of Directors of the Merging Corporation has caused this Agreement and Plan of Merger to be executed by its President, as of the date first above written.

DIGITAL BLUE DOG, INC.:

By: [Signature]  
Its: SHAR OUKHIZ

J.H.R. B.  
President

DIGITAL BLUE DOG, LLC:

[Signature]  
Member

[Signature] DBI 965, LLC  
Member

[Signature]  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_

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Exhibit A.

John Boyle 6,608,334

DB 1965, LLC 2,608,333

Anthony Wagner 366,667

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