

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 16, 2014

bBooth, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

333-187782

(Commission
File Number)

46-1669753

(IRS Employer
Identification No.)

**1157 North Highland Avenue, Suite C
Hollywood, California**

(Address of principal executive offices)

90038

(Zip Code)

(855) 250-2300

(Registrant's telephone number, including area code)

Global System Designs, Inc.

24123 Peachland Blvd., C-4#106, Port Charlotte, FL 33954

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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GENERAL NOTE

This current report on Form 8-K is being filed by our company following the completion of our acquisition of bBooth (USA), Inc., a private Nevada corporation (**bBooth**), on October 16, 2014, pursuant to the terms of a share exchange agreement dated August 11, 2014, as amended, among our company and bBooth (the "**Exchange Agreement**"). As a result of our acquisition of bBooth, we ceased to be a "shell company" as defined in Rule 12b-2 of the *Securities Exchange Act of 1934*, as amended.

In connection with the closing of the Exchange Agreement, pursuant to which we acquired all of the shares of bBooth and bBooth became a wholly-owned subsidiary of our company, we experienced a change of control as two of our three directors resigned, two new directors, all of whom were directors of bBooth, were appointed to our board, all of our prior management resigned and were replaced by management nominated by bBooth, and former shareholders of bBooth were issued shares of our common stock that constituted approximately 83% of our issued and outstanding shares on the closing thereof. As a result, we have determined to treat the acquisition of bBooth as a reverse merger and recapitalization for accounting purposes, with bBooth as the acquirer for accounting purposes. As such, the financial information, including the operating and financial results and audited and unaudited financial statements included in this current report on Form 8-K are that of bBooth rather than that of our company prior to the completion of the transactions described herein.

As used in this current report, the terms "we," "us," and "our" refer to our company, bBooth, Inc. (formerly Global System Designs, Inc.), after giving effect to the closing of the Exchange Agreement, and references to bBooth refer to bBooth as it existed prior to the closing of the Exchange Agreement, unless otherwise stated or the context clearly indicates otherwise.

In this current report, unless otherwise specified, all dollar amounts are expressed in United States dollars and all references to "common shares" refer to common shares in our capital stock.

On October 16, 2014, our company effected a 2 for 1 forward split of our common stock. Unless otherwise indicated, the securities of our company referred to in this current report are the securities subsequent to the forward stock split.

This current report contains summaries of the material terms of various agreements executed in connection with the transactions described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, all of which are incorporated herein by reference.

This current report responds to the following items on Form 8-K:

Item 2.01	Completion of Acquisition or Disposition of Assets
Item 3.02	Unregistered Sales of Equity Securities
Item 4.01	Changes in Registrant's Certifying Accountant
Item 5.01	Changes in Control of Registrant
Item 5.02	Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers
Item 5.03	Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year
Item 5.06	Change in Shell Company Status
Item 9.01	Financial Statements and Exhibits

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This current report contains forward-looking statements. These statements are based on our current beliefs, expectations and assumptions about future events, conditions and results and on information currently available to us as at the date of this current report. All statements, other than statements of historical fact, included herein regarding our strategy, future operations, financial position, future revenues, projected costs, plans, prospects and objectives are forward-looking statements. Words such as "expect," "may," "anticipate," "intend," "would," "plan," "believe," "estimate," "should," and similar words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements. Forward-looking statements in this current report include express or implied statements concerning our future revenues, expenditures, capital and funding requirements; the adequacy of our current cash and working capital to fund present and planned operations and financing needs; our proposed expansion of, and demand for, product offerings; the growth of our business and operations through acquisitions or otherwise; and future economic and other conditions both generally and in our specific geographic and product markets. These statements are based on currently available operating, financial and competitive information and are subject to various risks, uncertainties and assumptions that could cause actual results to differ materially from those anticipated or implied in the forward-looking statements due to a number of factors including, but not limited to, those set forth below in the section entitled "Risk Factors" in this current report, which you should carefully read. Given those risks, uncertainties and other factors, many of which are beyond our control, you should not place undue reliance on these forward-looking statements. You should be prepared to accept any and all of the risks associated with purchasing any securities of our company, including the possible loss of all of your investment.

The forward-looking statements contained in this current report relate only to events as of the date on which the statements are made. Except as required by applicable law, we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, even if experience or future changes make it clear that any projected results or events expressed or implied therein will not be realized. You are advised, however, to consult any further disclosures we make in future public filings, statements and press releases.

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

ACQUISITION OF bBOOTH

Closing of the Exchange Agreement

Further to our current report on Form 8-K dated August 15, 2014, which disclosed the entry into the Exchange Agreement among our company and bBooth, we closed the Exchange Agreement and completed the acquisition of all of the issued and outstanding shares of bBooth on October 16, 2014. bBooth is a private Nevada corporation focused on the manufacture and operation of internet-connected, kiosk-sized, professional-quality portable audio-video recording studios, branded and marketed under the name of "bBooth", that allows users to upload videos to social media websites, including bBooth TV Youtube channels, and audition for television reality shows and movies. Its booths are being deployed in shopping malls and other high traffic areas in various regions of the United States.

Pursuant to the terms of the Exchange Agreement, on the closing thereof, the bBooth shareholders sold all 50,429,072 issued and outstanding shares of common stock in the capital of bBooth to our company in consideration for the issuance of 50,429,072 of our common shares on a one for one basis.

Following the closing of the Exchange Agreement, our company had 60,000,000 common shares issued and outstanding. New directors and officers of our company received an aggregate of 29,954,854 common shares (or 49.92% on a non-diluted basis) in connection with the closing of the Exchange Agreement.

A copy of the Exchange Agreement was filed as Exhibit 10.1 to our current report on Form 8-K that was filed with the Securities and Exchange Commission on August 15, 2014 and is incorporated herein by reference.

Change of Officers and Directors

Effective as of the closing of the Exchange Agreement, our board of directors appointed Rory J. Cutaia and Aaron Meyerson as directors of our company. Paul McDonald and David Rose resigned as directors and officers of our company. Rory J. Cutaia was appointed as the Chairman, President, Chief Executive Officer, Secretary and Treasurer, Aaron Meyerson was appointed as the President of bBooth's bTV business unit, Leigh Collier was appointed as Executive Vice-President – Development, Kim Watson was appointed as Executive Vice-President – Strategic Relations and Ron Gillyard was appointed as President of bBooth's bMgmt and bRecords business units.

Share Cancellation

The closing of the Exchange Agreement was conditional upon, among other things, our company having no more than 60,000,000 common shares issued and outstanding at the closing of the Exchange Agreement, including any common shares issued to the shareholders of bBooth. As a result, our company entered into return to treasury agreements with each of David Rose and Paul McDonald, who were directors and officers of our company prior to the closing of the Exchange Agreement, and, on the date of closing of the Exchange Agreement, they returned an aggregate of 2,079,072 common shares in the capital of our company to treasury for cancellation without consideration.

Name Change and Forward Split

Effective October 6, 2014, we completed a merger with our wholly-owned subsidiary, bBooth, Inc., in order to change our name from "Global System Designs, Inc." to "bBooth, Inc.". Immediately after closing, we changed the name of the private Nevada corporation from "bBooth, Inc." to "bBooth (USA), Inc.". We also effected a two for one forward stock split of our authorized and issued and outstanding common shares. As a result, our authorized capital of common stock increased from 100,000,000 shares of common stock with a par value of \$0.0001 per share to 200,000,000 shares of common stock with a par value of \$0.0001 per share and our outstanding shares of common stock increased from 5,825,000 shares to 11,650,000 common shares outstanding. The 15,000,000 shares of preferred stock with a par value of \$0.0001 per share authorized under our capital structure were unchanged in connection with the forward stock split of our common shares.

The name change and forward split became effective for trading purposes at the opening of trading on October 16, 2014 under the stock symbol "GLSID". Our stock symbol is expected to be changed to "BBTH" effective on or about November 12, 2014. Our new CUSIP number is 07331L 108.

bBooth Loan Conversion

Immediately prior to the closing of the Exchange Agreement, bBooth converted an aggregate of \$1,669,316 in principal and accrued interest into an aggregate of 4,769,473 shares of bBooth's common stock, at a conversion price of \$0.35 per share. All of such bBooth shares were then converted into shares of our common stock on a one for one basis in connection with the closing of the Exchange Agreement.

bBooth Private Placement

Between September 30, 2014 and October 2, 2014, bBooth completed a private placement pursuant to which it issued an aggregate of 9,000,000 shares of common stock at a price of \$0.50 per share for gross proceeds of \$4,500,000. bBooth also issued an aggregate of 659,600 shares of common stock and paid an aggregate cash fee of \$412,250 to certain finders in connection with the private placement. Such finders were also reimbursed an aggregate of \$23,072 for expenses incurred in connection with the private placement. All of the shares of bBooth's common stock issued in connection with the private placement, including the shares issued to the finders, were converted into shares of our common stock on a one for one basis in connection with the closing of the Exchange Agreement.

General Matters

Except for the Exchange Agreement and the transactions contemplated therein, none of our company, associates of our company, directors or officers of our company serving prior to the closing of the Exchange Agreement, or associates of such directors and officers, had any material relationship with bBooth or any of the shareholders of bBooth prior to the transactions described above.

The securities of our company that were issued to the shareholders of bBooth upon the closing of the Exchange Agreement have not been and will not be registered under the *Securities Act of 1933*, as amended, or under the securities laws of any state in the United States, and were issued in reliance upon an exemption from registration under the *Securities Act of 1933*, as amended. The securities may not be offered or sold in the United States absent registration under the *Securities Act of 1933*, as amended, or an applicable exemption from such registration requirements.

We have determined to treat the acquisition of bBooth as a reverse merger and recapitalization, with bBooth as the acquirer for accounting purposes. Consequently, for future financial periods, the assets and liabilities and the historical operations that will be reflected in our financial statements for periods ended prior to the closing of the Exchange Agreement will be those of bBooth. This current report includes audited annual financial statements of bBooth for the two years ended December 31, 2013 and unaudited interim financial statements of bBooth for the six months ended June 30, 2014 and 2013.

DESCRIPTION OF BUSINESS

Corporate Overview

We were incorporated in the State of Nevada on November 27, 2012 and, as a result of the closing of the Exchange Agreement, our principal offices are now located at 1157 North Highland Ave, Suite C, Los Angeles, CA 90038. As of the date of this current report, bBooth is our wholly-owned subsidiary.

Prior to the closing of the Exchange Agreement, on October 6, 2014, our company effected a name change by merging with our wholly-owned Nevada subsidiary named "bBooth, Inc.", with the surviving corporation having the new name of "bBooth Inc.". In addition, on October 6, 2014, our company effected a 2 for 1 forward split of our common stock. The Nevada subsidiary referred to in this paragraph was created solely for the purpose of effecting the name change and stock split.

bBooth was formed as a limited liability company under the laws of the State of Nevada under the name "Cutaia Media Group, LLC" on December 12, 2012. On May 19, 2014, Cutaia Media Group, LLC effected a merger under the laws of the State of Nevada with its affiliate, bBooth, Inc., a Nevada corporation, with bBooth, Inc. as the surviving corporation, in order to convert from a limited liability company into a corporation. On October 17, 2014, we changed the name of the private Nevada corporation to "bBooth (USA), Inc."

Description of Business

Overview

As a result of the closing of the Exchange Agreement, the business of bBooth became our business. Self-described as *The Talent Discovery Company*, bBooth is building a nationwide talent discovery platform that consists of kiosk-sized, family-friendly, professional quality, audio-video recording studios placed in high traffic common areas of shopping malls throughout the United States. bBooth is where anyone can audition for television shows or movies, or just create fun videos to share with friends and family on bBooth's YouTube Channels and Facebook, Twitter, Instagram and other popular social media platforms. Customers interact with bBooth through the multiple iPads built into the exterior of the booth where they select the type of performance, choose their song, their green-screen background, and enter their demographic and payment details.

Embraced by mall operators as part of the new movement toward location-based, experiential entertainment, bBooth is a destination for mall patrons where they enjoy hours of bBooth customers' performances heard and displayed on the large portrait-oriented 80" video monitors integrated into the exterior of bBooths. These giant displays also serve as electronic billboards providing targeted messaging opportunities for bBooth national sponsors.

Complementing what is expected to be a nationwide bBooth retail operation, bBooth is launching a fully integrated mobile app platform designed for Apple's IOS mobile devices, Android mobile devices and Windows and Mac desktop computers to create an active community of bBooth users and their followers. Members will be able to interact with each other, share their performances, and sell their original content through their user "store" regardless of which platform they are using.

Connecting Talent With Content Creators

bBooth accommodates all types of talent – singers, actors, comedians, personalities, models, hosts, newscasters, bands, songwriters, and anyone who wants to express themselves and/or be discovered. More than a social media platform, the bBooth mobile app will also serve as a marketplace connecting talent with content creators such as brands, agencies (talent, advertising and modeling), production companies, casting directors, TV and radio networks, film studios, local TV and radio stations, bands and orchestras, local theater companies and even wedding and event planners.

The Experience

Our flagship model bBooths are 10'x12' oval shaped structures, covered with video monitors mounted on a perforated stainless steel skin, through which thousands of controlled LED lights shine, creating an alluring colorful glowing effect. bBooths are placed prominently in the common areas of shopping malls, such as center aisles and food courts. Two giant 80" portrait-oriented display screens and speakers incorporated into the exterior of the booths are used for bBooth and sponsor messaging and to showcase performers who opt for "public mode" during their performances. Public mode allows users to garner attention and their 15 minutes of fame in the mall in real-time, as shoppers crowd around bBooths to watch the live performances and cheer on the performers. The outside of bBooth is also embedded with four iPads where users sign-in, select their bBooth experience, receive instructions, choose songs, select their TV studio quality green-screen backgrounds, and swipe their credit cards for charges that range from \$5 to \$20, or more, or even free (sponsor paid events). The interior of bBooth contains a large green screen, audio monitors, microphone, speakers, headphones and input jacks to plug-in instruments or portable music players and a large touchscreen monitor where users select the start and end of their recording, view song lyrics, and adjust audio controls. It's also where they can see themselves performing. bBooths can accommodate up to 5 people comfortably at a time. bBooths are staffed with attendants bBooth calls "Casting Directors", each of whom are performers, who not only assist and enhance the customers' experience at bBooth, but who also perform in the booths in "public mode" as a means of attracting the attention of mall patrons.

bMobile: The Mobile App

While the physical booths are eye-catching, brand-building, bricks and mortar retail flagships, bBooth is building bMobile, an online mobile platform that will not only extend and enhance the bBooth user experience, but will also add user and associated revenue scale to the business. The bMobile app will allow users to browse, watch, interact with, comment on, and share their own videos as well as the videos of others, whether created on their mobile device or in a mall-based bBooth. It will allow users to purchase music and music videos and interact with that music in new ways. It will allow singer-songwriters and other original talent to sell their songs and other video content through their own online store.

The bMobile app will serve as a marketplace bringing together talent and those looking to hire talent. It will allow users to create a public profile, accessible from the app, as well as at any bBooth, and provides a store-front and cloud based storage locker for their videos, photos and other material they can use to market themselves and be discovered. The bMobile app will be where anyone and everyone can view, follow, and interact with up-and-coming talent and where content creators will go to find and discover talent. The bBooth retail platform coupled with its fully integrated bMobile app will provide access to and for talent everywhere, disrupting the traditional television and music industry models by offering the kind of opportunities and access that was previously reserved to insiders.

The bMobile app provides numerous monetization opportunities through seamless in-app purchases of music and videos, and the upsell of premium services such as audio and video enhancement features. bMobile will also be offered as a subscription based service with various pricing plans, as well as revenue share pricing on music and other content sold by users through the app. For further details, see bMobile below.

Content Production and the bBooth Eco System

bBooth is developing and producing content in-house through its wholly-owned business verticals:

- bTV – television production
- bRecords – record label and music publishing
- bMgmt – artist management
- bOnline – online content
- bMobile – bBooth experience extended across mobile devices
- bCast – talent casting

Analogous to an eco-system, the talent discovered through the bBooth platform is cast in, and is the basis for, content that drives revenue generating programming opportunities in television, music, and online, and it is this same content that drives customers and associated revenue to bBooth retail locations and its mobile app who seek to participate in these casting opportunities.

bTV

bTV is bBooth's TV production division. bTV develops TV show formats for production and distribution on broadcast and cable networks. Most shows will either feature bBooth as part of the show format or otherwise use bBooth to cast the show.

The Audition TV Show

bTV's first TV show – *The Audition* - has been acquired by MTV (Viacom Media Networks) for broadcast in the US. *The Audition* will be an interactive reality-show/singing competition that uses the bBooth network of kiosks to cast the show and the bBooth's are featured as a key element of the show format. At such time as MTV determines an air date for the show, bBooth anticipates that the casting call to action from MTV, as well as the exposure from a national TV show, will drive revenue and enhance awareness of the bBooth brand. bBooth has partnered with Hollywood studio Legendary Pictures (producer of *The Dark Knight*, *The Hangover*, *Godzilla*, *300*, among many others) and Asylum Entertainment to produce *The Audition* and to exploit it in overseas markets.

bRecords

bRecords is bBooth's record label and music publishing division, focused on signing top talent discovered through the bBooth online, mobile app and retail bBooth platform, as well as through bBooth's TV show "The Audition", and through referrals from music industry executives and producers to bRecords management who are proactively scouting and discovering new and rising stars. bRecords will be responsible for coordinating the production, manufacturing, marketing and distribution of the talent's music recordings and music videos.

bMgmt

bMgmt is a full-service talent management business focused on discovering and developing new and existing artists. bMgmt intends on signing promising talent it discovers through the bBooth platforms as well as leverage the resources and relationships of its executive team to sign new talent on the rise as well as current popular artists. bMgmt's goals are to build a roster of current and future superstars across multiple musical genres and be a recognized leader in the talent management business.

bOnline

As more viewers turn to their smart phones, tablets and other mobile devices for their video content, bOnline will produce content tailored for the online medium and geared toward bBooth's millennial demographic. bOnline programming will feature talent discovered through the bBooth platform, as well as up-and-coming young artists and performers with large numbers of online followers. bOnline will establish bBooth as a relevant lifestyle and cultural destination, designed to drive bBooth awareness. Current programming includes *Lifestyles of the InstaFamous*, hosted by MTV's Layla Covino, a show about the life styles of some of the hottest young online stars; *bFunny*, in partnership with the Improv comedy clubs, featuring promising new comics discovered through the bBooths; and *bDiscovered*, 'behind the music' interviews hosted by YouTube star Chris Mitchell with 'on the rise' rappers, singers, songwriters, electronic dance music (EDM) DJs, and more. These online series are promoted on our bBooth blog, YouTube channels and through our social media profiles.

bMobile

bBooth is developing a social media music sharing mobile app that breaks new ground in music engagement. With just a smartphone, users can not only purchase music, but they can interact with that music in new ways directly through their mobile devices, or in any bBooth. Users will be able to record themselves singing along with the karaoke tracks of popular songs and then share their recorded videos with friends and followers through the bMobile app. Users can record either directly on their mobile device, or for a higher quality recording, through any bBooth. Original artists can even sell their original recordings through their own storefront through the apps' online marketplace. And because the app is integrated seamlessly into the operating system of the bBooth retail platform, users can access their library of music stored online right from any bBooth and then record higher quality versions of themselves singing to any of their previously purchased songs. The bMobile app also allows users to take any song they've purchased or recorded on their mobile device and attach it as the background music to any video they've recorded on their mobile device. Through the app, users can also compete against friends and followers in contests and in music challenges with celebrities. Performances generated through the app or even through bBooths can also be shared through a new, innovative video-based email and text messaging platform, sent via the app, among many other features.

bCast

bCast is our online marketplace connecting talent with content creators hiring talent. As a web-based destination that will also be integrated with our bMobile app and our bBooth retail platform, bCast will be an online destination where talent of all kinds (singers, actors, comedians, models, dancers, etc.) will curate and manage the audition videos in their profile that they created at bBooths or through the bMobile app. On the other side of the marketplace are content creators of all kinds (casting directors, talent agents, production companies, studios, networks, advertising agencies, consumer brands) who are looking to hire talent. bCast gives these content creators and consumer brands the ability to post casting opportunities and contests, and the tools and filters to quickly find, contact and hire talent. We expect the casting opportunities to range broadly across all media and entertainment platforms - from auditions for television talent and reality shows to modeling contracts. bCast will offer subscription based pricing plans as well as transactions/ postings fee based pricing.

bRadio

bRadio is bBooth's 'behind the music' Internet radio channel for original songwriters, singers, DJs, spoken word artists, rappers and musicians who are 'on the rise'. bRadio airs on Spreaker and SoundCloud, live at noon PST on Thursdays weekly from our bBooth headquarters, and then re-airing throughout the following week at 5pm PST.

The bRadio show features:

- YouTube star and bRadio Host Christopher James
- 'Behind the music' interviews with weekly featured artists
- live 'on-air' performances of 3-5 original songs by the featured artists
- live 'on-air' question and answer sessions with bRadio listeners and bBooth's social media community.

Principal Products

The Company intends to generate revenue from the following sources:

- transaction fees at the bBooths
- transaction fees through bMobile in-app purchases
- paid brand sponsorships of bBooth, mobile and online platforms
- online and mobile advertising
- subscriptions to bCast online casting platform
- user data/lead generation fees
- TV: production fees, international format fees and backend profit participation
- bRecords record label and publishing revenue
- bMgmt artist management fees

Operations

The Company is headquartered in Hollywood, California, where it runs all executive, administration and operational management. Beginning in the fourth quarter of 2014, the Company plans to have bBooths in various states across the United States, however it will still be headquartered and managed from its Hollywood, California location.

Our Market

Based on our bBoothTV YouTube channel data, our market is 38% male, 63% female, with nearly 50% in the 18-24 year-old range, followed by 18% in the 25-34 year-old range, and 16% in 13-17 year-old range. With only one beta bBooth deployed, our bBoothTV YouTube channel received over 190,000 views with an estimated 257,000 minutes watched. We expect these numbers to climb dramatically following the deployment of more bBooths around the country and the launch of our bMobile app and our MTV television show *The Audition*.

Distribution Methods

Currently, one beta bBooth is deployed in Canoga Park, California at the Westfield Topanga Shopping Center. bBooth has begun production of its booths through its manufacturing and distribution vendor, Global Experience Specialists ("GES"), a large, well-established company with global manufacturing and distribution capability. bBooth is scheduled to take delivery and begin deployment of the first 16 booths this fall, with additional booths added each month. We intend to install the first group of new booths in shopping malls in some of the largest cities in the United States, including Los Angeles, New York, Chicago, Philadelphia, San Francisco Bay Area, Boston, Dallas, Houston, Washington DC and Atlanta.

Marketing

We have a well-developed marketing plan based around our *bSeen – bHeard – bDiscovered – bBooth* campaign, designed to attract active paying users to our bBooth retail platform and our bMobile app where the majority of our revenue will be generated. As part of the plan, we intend on leveraging the relationship between and among our business units. For example, as and when our MTV show *The Audition* airs, there will be a weekly national scale televised call to action during the show and through nationally televised commercials leading up to the show, advising viewers that to be featured on the show, they need to go to a local bBooth to audition. Similarly, our other bTV programming, our bOnline programming, our bBoothTV YouTube channels and physical bBooth retail platform visible in the most highly trafficked areas in the country all serve to create an awareness of our company and our products and services. In addition, we will offer monthly casting opportunities promoted both at the bBooths and through our extensive social media network; and we plan to conduct a nation-wide tour of our new bBooth truck-trailer mobile unit making stops at key events and concerts; our ongoing thought leadership positioning (such as management appearing on panels at digital convergence conferences; the upcoming introduction of our own hosted digital thought leaders event; and our blogs, social media initiatives; press-releases and article placements); as well as our online and on-radio interviews with artists and musicians that are 'up and coming'; all of which serve to build a nation-wide awareness and demand for our products and services.

Competition

The music download, music performance, karaoke, and related industries are highly competitive and dominated by large and established companies. However, management is currently unaware of any existing direct competitor involved in the development and deployment of recording booths in the United States that shares a similar business model and target customer demographic. Other companies are in varying stages of development and commercialization of mobile applications and web-based solutions that would provide similar functions to the bBooth concept, but without the significant advantages of a professional recording environment. As a result, management believes that these companies will not become true competitors, but may in fact become an additional source of revenue as they help cultivate the market for such services and their customers become aware of and elect to use bBooth to provide a unique and enhanced experience over what can be achieved with a mobile device or home recording gear.

Intellectual Property

bBooth's operating system is comprised of certain proprietary software, code and know-how. bBooth recently concluded negotiations to acquire exclusive rights to certain technologies, intellectual property, and patents that will, among other things, provide our company with a portfolio of patents that will be useful in the operation of its core business and create a meaningful impediment to any would-be competitors.

Studio One Media License and Option to Purchase

Effective September 30, 2014, bBooth entered into a letter agreement with Studio One Media, Inc. The letter agreement provides that it is intended to be superseded by more formal definitive agreements, however, as at the date of this current report, no such definitive agreements have been entered into by the parties.

The key terms consist of the following.

- the Company will pay \$1,250,000 over 18 months for a conditional perpetual license of intellectual property (including related patents and other assets). Of the total cash consideration, \$200,000 has been already been paid;
- the Company will grant 600,000 shares of bBooth, Inc. to Studio One; and
- upon full payment of the \$1,250,000, bBooth will have the option to purchase the intellectual property, six complete MyStudio booths, one fully operational mobile studio and truck and an interest in its MyStudio TV show.

Future payments under the license agreement are contemplated as follows: \$200,000 will be payable upon execution of definitive license agreements; \$100,000 will be payable on the date that is 90 days following the execution of such agreements; \$250,000 will be payable on the date that is 180 days following the execution of such agreements; \$250,000 will be payable on the date that is nine months following the execution of such agreements; and \$250,000 will be payable on or before the date that is 18 months following the execution of such agreements.

Sources and Availability of Products and Names of Principal Suppliers

bBooth currently relies on certain key suppliers and vendors in the construction of its booths and for the maintenance, hosting, and enhancement of the bBooth operating software. Management believes it has mitigated the associated risks of these single-source vendor relationships by carefully selecting vendors that are large, financially stable, and have long and successful operating histories with demonstrated ability to deliver similar solutions. bBooths contracts with these vendors does not represent a material portion of their revenue. In addition, bBooth is actively engaged in the process of evaluating additional vendors and suppliers to provide like or complementary services.

Dependence on Key Customers

Based on our business plan and anticipated future activities as described in this current report, we do not expect to have any significant customer concentration and accordingly, we do not expect to be dependent on any key customers.

Government Regulation

Government regulation is not of significant concern for the bBooth business nor is government regulation expected to become an impediment to the business in the near or mid-term as management is currently unaware of any planned or anticipated government regulation that would have a material impact on the business. bBooth management believes it currently possesses all requisite authority to conduct its business as described in this current report.

Employees

We currently operate with seventeen full time employees. We also employ consultants on an as-needed-basis to provide specific expertise in areas of content creation, audio and video editing, video production services, and other business functions including marketing and accounting. None of our employees or consultants, all of whom work in North America, are currently covered by a collective bargaining agreement. We have had no labor-related work stoppages and we believe our relations with our employees and consultants are excellent.

Seasonality of Business

There is no seasonality with respect to our business or major fluctuations in monthly demand.

DESCRIPTION OF PROPERTY

Executive Offices

We maintain offices, having an area of approximately 7,000 square feet, in Hollywood, California under an operating lease that expires in August 2015 for monthly rent of approximately \$16,550. We believe that our facilities are sufficient to meet our current needs and that suitable additional space will be available as and when needed.

Registered Agent and Transfer Agent

Our registered agent is Laughlin Associates, Inc., located at 9120 Double Diamond Parkway, Reno, Nevada, 89521. Their telephone number is (775) 883-8484 and their fax number is (775) 883-4874.

Our transfer agent is Action Stock Transfer Corporation, located at 2469 East Fort Union Boulevard, Suite 214, Salt Lake City, Utah, 84121. Their telephone number is (801) 274-1088 and their fax number is (801) 274-1099.

RISK FACTORS

Much of the information included in this current report includes, or is based upon, estimates, projections or other forward-looking statements. Forward-looking statements are statements that relate to future events or future financial performance. In some cases, you can identify forward-looking statements by the use of terminology such as "may", "should", "intend", "expect", "plan", "anticipate", "believe", "estimate", "project", "predict", "potential", or "continue" or the negative of these terms or other comparable terminology. Such forward-looking statements include any projections and estimates made by our management in connection with our business operations. These statements speak only as of the date of this overview. While these forward-looking statements, and any assumptions upon which they are based, are made in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested herein.

Such estimates, projections or other forward-looking statements involve various risks and uncertainties as outlined below. We caution the reader that important factors in some cases have affected and, in the future, could materially affect, actual results and cause actual results to differ materially from the results expressed in any such estimates, projections or other forward-looking statements.

The material assumptions supporting our forward-looking statements include, among other things: (1) our ability to obtain any necessary financing on acceptable terms; (2) timing and amount of capital expenditures; (3) timely receipt of regulatory and exchange approvals; (4) our management team's ability to implement its business plan; (5) consumer's willingness to switch to utilize our kiosks; (6) effects of government regulation; and (7) general economic and financial market conditions.

Risks Related to Our Business

We have incurred losses to date and we expect our operating expenses to increase in the foreseeable future, which may make it more difficult for us to achieve and maintain profitability.

To date, we have not derived any revenues from our operations and have incurred losses since inception. Our net loss was \$4,581,547 for the year ended December 31, 2013 and \$790,804 for the six months ended June 30, 2014. As of June 30, 2014, we had an accumulated deficit of \$5,655,630. We will need to generate and sustain significant revenue levels in future periods in order to become profitable, and, even if we do, we may not be able to maintain or increase our level of profitability. We anticipate that our operating expenses will increase substantially in the foreseeable future as we undertake increased technology and production efforts to support our various business units and increase our marketing and sales efforts to drive an increase in the number of consumers utilizing our services. In addition, as a public company, we will incur significant accounting, legal and other expenses that we did not incur as a private company. These expenditures will make it harder for us to achieve and maintain profitability. Our efforts to grow our business may be more costly than we expect, and we may not be able to generate sufficient revenue to offset our higher operating expenses. If we are forced to reduce our expenses, our growth strategy could be compromised. We may incur significant losses in the future for a number of reasons, including unforeseen expenses, difficulties, complications and delays and other unknown events. As a result, we can provide no assurance as to whether or when we will achieve profitability. If we are not able to achieve and maintain profitability, the value of our company and our common stock could decline significantly.

Our ability to grow and compete in the future will be adversely affected if adequate capital is not available to us or not available on terms favorable to us.

The ability of our business to grow and compete will depend on the availability of adequate capital. We cannot assure you that we will be able to obtain equity or debt financing on acceptable terms, or at all, to implement our growth strategy. As a result, we cannot assure you that adequate capital will be available to finance our current growth plans, take advantage of business opportunities, or respond to competitive pressures, any of which could harm our business.

We will need substantial additional funding to continue our operations, which could result in dilution to our stockholders. We may not be able to raise capital when needed, if at all, which could cause us to have insufficient funds to pursue our operations, or to delay, reduce or eliminate our development of new programs or commercialization efforts.

We expect to incur additional costs associated with operating as a public company and to require substantial additional funding to continue to pursue our business and continue with our expansion plans. We may also encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may increase our capital needs and/or cause us to spend our cash resources faster than we expect. Accordingly, we expect that we will need to obtain substantial additional funding in order to continue our operations. To date, we have financed our operations entirely through equity investments by founders and other investors and the incurrence of debt, and we expect to continue to do so in the foreseeable future. Additional funding from those or other sources may not be available when or in the amounts needed, on acceptable terms, or at all. If we raise capital through the sale of equity, or securities convertible into equity, it would result in dilution to our existing stockholders, which could be significant depending on the price at which we may be able to sell our securities. If we raise additional capital through the incurrence of additional indebtedness, we would likely become subject to further covenants restricting our business activities, and holders of debt instruments may have rights and privileges senior to those of our equity investors. In addition, servicing the interest and principal repayment obligations under debt facilities could divert funds that would otherwise be available to support development of new programs and marketing to current and potential new clients. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate development of new programs or future marketing efforts. Any of these events could significantly harm our business, financial condition and prospects.

Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, we collect and store sensitive data, including intellectual property, our proprietary business information and that of our customers, and personally identifiable information of our customers and employees. The secure processing, maintenance and transmission of this information is critical to our operations and business strategy. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, a disruption of our operations, damage to our reputation, or a loss of confidence in our business, any of which could adversely affect our business, revenues and competitive position.

Regulatory oversight could impact our profitability.

One of our business units is focused on the production of "The Audition", an interactive singing competition that, if brought to air, will feature our booths prominently in the show format. We also have other shows under development featuring talent and content derived from our booths. Congress and several federal agencies, including the Federal Communications Commission (the "FCC"), extensively regulate the domestic broadcasting industry. For example, the FCC could impact our profitability by imposing large fines on us if, in response to pending complaints, it finds that we broadcast indecent programming. In addition, Congress and the FCC have considered, and may in the future consider and adopt, new laws, regulations and policies that could, directly or indirectly, have an adverse effect on our business operations and financial performance. In particular, Congress may consider and adopt legislation that would impose an obligation upon all broadcasters in the United States to pay performing artists a royalty for the on-air broadcast of their sound recordings (this would be in addition to payments already made by broadcasters to owners of musical work rights, such as songwriters, composers and publishers). We cannot predict whether this or other legislation affecting our business will be adopted. Such legislation could have a material impact on our operations and financial results.

Our business is highly competitive and any failure to adapt to changing consumer preferences may adversely affect our business and financial results.

We operate in a highly competitive, consumer-driven and rapidly changing environment. Our success will, to a large extent, be dependent on our ability to acquire, develop, adopt, upgrade and exploit new and existing technologies to address consumers' changing demands and distinguish our services from those of our competitors. We may not be able to accurately predict technological trends or the success of new products and services. If we choose technologies or equipment that are less effective, cost-efficient or attractive to our customers than those chosen by our competitors, or if we offer services that fail to appeal to consumers, are not available at competitive prices or that do not function as expected, our competitive position could deteriorate, and our business and financial results could suffer. The ability of our competitors to introduce new technologies, products and services more quickly than we do may adversely affect our competitive position. Furthermore, advances in technology, decreases in the cost of existing technologies or changes in competitors' product and service offerings may require us in the future to make additional research and development expenditures or to offer products and services at no additional charge or at a lower price. In addition, the uncertainty of our ability, and the costs, to obtain intellectual property rights from third parties could impact our ability to respond to technological advances in a timely and effective manner.

We expect that the success of our business will be highly correlated to general economic conditions.

We expect that demand for our products and services will be highly correlated with general economic conditions, as we expect a substantial portion of our revenue will be derived from discretionary spending by individuals, which typically falls during times of economic instability. Declines in economic conditions in the United States or in other countries in which we may operate may adversely impact our financial results. Because such declines in demand are difficult to predict, we or the industry may have increased excess capacity as a result. An increase in excess capacity may result in declines in prices for our products and services. Our ability to grow or maintain our business may be adversely affected by sustained economic weakness and uncertainty, including the effect of wavering consumer confidence, high unemployment and other factors.

Legal challenges to our intellectual property rights could adversely affect our financial results and operations.

We rely on licenses and other agreements with our vendors and other parties and other intellectual property rights to conduct our operations. Legal challenges to our intellectual property rights and claims of intellectual property infringement by third parties could require that we enter into royalty or licensing agreements on unfavorable terms, incur substantial monetary liability or be enjoined preliminarily or permanently from further use of the intellectual property in question or from the continuation of our businesses as currently conducted. We may need to change our business practices if any of these events occur, which may limit our ability to compete effectively and could have an adverse effect on our results of operations. Even if we believe any such challenges or claims are without merit, they can be time-consuming and costly to defend and divert management's attention and resources away from our business.

The capacity, reliability and security of our information technology hardware and software infrastructure are important to the operation of our current business, which would suffer in the event of system failures. Likewise, our ability to expand and update our information technology infrastructure in response to our growth and changing needs is important to the continued implementation of our new service offering initiatives. Our inability to expand or upgrade our technology infrastructure could have adverse consequences, which could include the delayed provision of services or implementation of new service offerings, and the diversion of development resources. We rely on third parties for developing key components of our booths and to provide ongoing service after their implementation. Third parties may experience errors or disruptions that could adversely impact us and over which we may have limited control. Interruption and/or failure of any of these systems could disrupt our operations and damage our reputation, thus adversely impacting our ability to provide our services, retain our current users and attract new users. In addition, our information technology hardware and software infrastructure may be vulnerable to unauthorized access, misuse, computer viruses or other events that could have a security impact. If one or more of such events occur, our customer and other information processed and stored in, and transmitted through, our information technology hardware and software infrastructure, or otherwise, could be compromised, which could result in significant losses or reputational damage. We may be required to expend significant additional resources to modify our protective measures or to investigate and remediate vulnerabilities or other exposures, and we may be subject to litigation and financial losses.

We expect that significant portions of any potential revenue we may earn in the future will be derived from advertising. If we are unable to secure sufficient advertising, we may not be able to continue to operate, or grow, our business.

We expect that a significant amount of our future revenue will be derived from advertising. With the continued development of alternative forms of media, particularly electronic media including those based on the internet, our business may face increased competition. Alternative media sources may also affect our ability to generate advertising revenues. This competition may make it difficult for us to grow or maintain our revenues from operations. Difficulties generating advertising revenue may become more acute in periods of a slowing economy or recession, which may be accompanied by a decrease in advertising. Expenditures by advertisers tend to be cyclical, reflecting economic conditions and budgeting and buying patterns. Global economic conditions remain uncertain, and if they do not continue to improve, economic uncertainty increases or economic conditions deteriorate again, global economic conditions may adversely impact our future revenues, profit margins, cash flow and liquidity. In addition, even in the absence of a downturn in general economic conditions, an individual business sector or market may experience a downturn, causing it to reduce its advertising expenditures, which may also adversely impact our results. Any failure to generate sufficient advertising revenues from our operations could have an adverse effect on our revenue, profit margins, cash flow and liquidity.

We are dependent on third parties to, among other things, supply our booths, provide the bandwidth necessary to transmit content, and utilize the content derived therefrom for the potential generation of revenues.

We depend on third party service providers, suppliers and licensors to supply some of the services, hardware, software and operational support necessary to provide some of our services. Some of these third parties do not have a long operating history or may not be able to continue to supply the equipment and services we desire in the future. Some of our vendors and service providers represent our sole source of supply or have, either through contract or as a result of intellectual property rights, a position of some exclusivity. If demand exceeds these vendors' capacity, or if these vendors experience operating or financial difficulties or are otherwise unable to provide the equipment or services we need in a timely manner, at our specifications and at reasonable prices, our ability to provide some services might be materially adversely affected, or the need to procure or develop alternative sources of the affected materials or services might delay our ability to serve our users. These events could materially and adversely affect our ability to retain and attract users, and have a material negative impact on our operations, business, financial results and financial condition.

Our business may be affected by changing consumer preferences or by failure of the public to accept any new product offerings we may pursue.

The production and distribution of entertainment content is an inherently risky business because the revenue that may be derived depends primarily on the content's acceptance by the public, which is difficult to predict. Consumer and audience tastes change frequently and it is a challenge to anticipate what offerings will be successful at a certain point in time. In addition, competing entertainment content, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, piracy and increasing digital and on-demand distribution offerings may also affect the audience for our content. Our expenses may increase as we invest in new programming ideas, and there is no guarantee that the new programming will be successful or generate sufficient revenue to recoup the expenditures.

In addition, we expect that consumer acceptance of our offerings will be key to the success of our business and its ability to generate advertising and ancillary revenues. We expect to derive a portion of our revenues from our proposed television program "The Audition". However, during recent television seasons, ratings for many reality television based, audition or entertainment focused programs, such as "American Idol" and "America's Got Talent" have shown significant declines. In the event that we are not able to secure a significant television audience for "The Audition", or enough people submitting tapes for "The Audition" via our bBooths, it is unlikely that we will be able to generate material, if any, revenues from that business unit. Consequently, we believe that low public acceptance of our booths, programming or services offered would have an adverse effect on our results of operations.

Risks Related to Ownership of our Common Stock

Our common stock is illiquid and stockholders may be unable to sell their shares.

There is currently no market for our common stock and we can provide no assurance to investors that a market will develop. If a market for our common stock does not develop, our shareholders may not be able to re-sell the shares of our common stock that they have purchased and they may lose all of their investment. Public announcements regarding our company, changes in government regulations, conditions in our market segment or changes in earnings estimates by analysts may cause the price of our common stock to fluctuate substantially. In addition, stock prices for development stage companies fluctuate widely for reasons that may be unrelated to their operating results. These fluctuations may adversely affect the trading price of our common stock.

Penny stock rules will limit the ability of our stockholders to sell their stock.

The Securities and Exchange Commission has adopted regulations which generally define a "penny stock" to be any equity security that has a market price (as defined) less than \$5.00 per share or an exercise price of less than \$5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of \$5,000,000 or individuals with a net worth in excess of \$1,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the Securities and Exchange Commission that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock.

The Financial Industry Regulatory Authority, or FINRA, has adopted sales practice requirements that may also limit a stockholder's ability to buy and sell our stock.

In addition to the "penny stock" rules described above, FINRA has adopted rules that require that, in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit your ability to buy and sell our stock and have an adverse effect on the market for our shares.

Our board of directors is authorized to issue additional shares of our common stock that would dilute existing stockholders.

We are currently authorized to issue up to 200,000,000 shares of common stock and 15,000,000 shares of preferred stock, of which 60,000,000 shares of common stock and no shares of preferred stock are currently issued and outstanding. We expect to seek additional financing in order to provide working capital to our business. Our board of directors has the power to issue any or all of such authorized but unissued shares at any price they consider sufficient, without stockholder approval. The issuance of additional shares of common stock in the future will reduce the proportionate ownership and voting power of current stockholders.

There is not now, and there may never be, an active, liquid and orderly trading market for our common stock, which may make it difficult for you to sell your shares of our common stock.

There is not now, nor has there been since our inception, any trading activity in our common stock or a market for shares of our common stock, and an active trading market for our shares may never develop or be sustained. As a result, investors in our common stock must bear the economic risk of holding those shares for an indefinite period of time. Although our common stock is quoted on the OTC Bulletin Board (the "OTCBB"), an over-the-counter quotation system, trading of our common stock is extremely limited and sporadic and at very low volumes. We do not now, and may not in the future, meet the initial listing standards of any national securities exchange, and we presently anticipate that our common stock will continue to be quoted on the OTCBB or another over-the-counter quotation system for the foreseeable future. As a result, our stockholders may find it difficult to obtain accurate quotations as to the market value of their shares of our common stock, and may find few buyers to purchase their stock and few market makers to support its price. As a result of these and other factors, you may be unable to resell your shares of our common stock at or above the price for which you purchased them, or at all. Further, an inactive market may also impair our ability to raise capital by selling additional equity in the future, and may impair our ability to enter into strategic partnerships or acquire companies or products by using shares of our common stock as consideration.

A decline in the price of our common stock could affect our ability to raise further working capital, it may adversely impact our ability to continue operations and we may go out of business.

A prolonged decline in the price of our common stock could result in a reduction in the liquidity of our common stock and a reduction in our ability to raise capital. Because we may attempt to acquire a significant portion of the funds we need in order to conduct our planned operations through the sale of equity securities, a decline in the price of our common stock could be detrimental to our liquidity and our operations because the decline may cause investors not to choose to invest in our stock. If we are unable to raise the funds we require for all our planned operations, we may be forced to reallocate funds from other planned uses and may suffer a significant negative effect on our business plan and operations, including our ability to develop new products and continue our current operations. As a result, our business may suffer, and not be successful and we may go out of business. We also might not be able to meet our financial obligations if we cannot raise enough funds through the sale of our common stock and we may be forced to go out of business.

Because we do not intend to pay any cash dividends on our shares of common stock in the near future, our stockholders will not be able to receive a return on their shares unless they sell them.

We intend to retain any future earnings to finance the development and expansion of our business. We do not anticipate paying any cash dividends on our common stock in the near future. The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and if dividends are paid, there is no assurance with respect to the amount of any such dividend. Unless we pay dividends, our stockholders will not be able to receive a return on their shares unless they sell them

If we are unable to establish appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations, result in the restatement of our financial statements, harm our operating results, subject us to regulatory scrutiny and sanction, cause investors to lose confidence in our reported financial information and have a negative effect on the market price for shares of our common stock.

Effective internal controls are necessary for us to provide reliable financial reports and to effectively prevent fraud. We maintain a system of internal control over financial reporting, which is defined as a process designed by, or under the supervision of, our principal executive officer and principal financial officer, or persons performing similar functions, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

As a public company, we have significant requirements for enhanced financial reporting and internal controls. We are required to document and test our internal control procedures in order to satisfy the requirements of Section 404 of the *Sarbanes-Oxley Act of 2002*, which requires annual management assessments of the effectiveness of our internal controls over financial reporting and a report by our independent registered public accounting firm addressing these assessments. The process of designing and implementing effective internal controls is a continuous effort that requires us to anticipate and react to changes in our business and economic and regulatory environments, and to expend significant resources to maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company.

We cannot assure you that we will, in the future, identify areas requiring improvement in our internal control over financial reporting. We cannot assure you that the measures we will take to remediate any areas in need of improvement will be successful or that we will implement and maintain adequate controls over our financial processes and reporting in the future as we continue our growth. If we are unable to establish appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations, result in the restatement of our financial statements, harm our operating results, subject us to regulatory scrutiny and sanction, cause investors to lose confidence in our reported financial information and have a negative effect on the market price for shares of our common stock.

The market price of our common stock may be volatile.

The market price of our common stock may be highly volatile. Some of the factors that may materially affect the market price of our common stock are beyond our control, such as changes in financial estimates by industry and securities analysts, conditions or trends in the industry in which we operate, or sales of our common stock. These factors may materially adversely affect the market price of our common stock, regardless of our performance. In addition, public stock markets have experienced extreme price and trading volume volatility. This volatility has significantly affected the market prices of securities of many companies for reasons frequently unrelated to the operating performance of the specific companies. These broad market fluctuations may adversely affect the market price of our common stock.

Because our directors and executive officers are among our largest stockholders, they can exert significant control over our business and affairs and have actual or potential interests that may depart from those of investors.

Certain of our executive officers and directors own a significant percentage of our outstanding capital stock. As of the date of this current report, our executive officers, directors, holders of 5% or more of our capital stock and their respective affiliates beneficially own over 51% of our outstanding voting stock. The holdings of our directors and executive officers may increase further in the future upon vesting or other maturation of exercise rights under any of the options or warrants they may hold or in the future be granted, or if they otherwise acquire additional shares of our common stock. The interests of such persons may differ from the interests of our other stockholders. As a result, in addition to their board seats and offices, such persons will have significant influence and control over all corporate actions requiring stockholder approval, irrespective of how the Company's other stockholders may vote, including the following actions:

- to elect or defeat the election of our directors;
- to amend or prevent amendment of our certificate of incorporation or by-laws;
- to effect or prevent a merger, sale of assets or other corporate transaction; and
- to control the outcome of any other matter submitted to our stockholders for a vote.

This concentration of ownership by itself may have the effect of impeding a merger, consolidation, takeover or other business consolidation, or discouraging a potential acquirer from making a tender offer for our common stock, which in turn could reduce our stock price or prevent our stockholders from realizing a premium over our stock price.

Trends, Risks and Uncertainties

We have sought to identify what we believe to be the most significant risks to our business, but we cannot predict whether, or to what extent, any of such risks may be realized nor can we guarantee that we have identified all possible risks that might arise. Investors should carefully consider all of such risk factors before making an investment decision with respect to our common stock.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

The following management's discussion and analysis should be read in conjunction with bBooth's audited annual and unaudited interim financial statements, and the related notes thereto, that appear elsewhere in this current report. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to such differences include those discussed below and elsewhere in this current report, particularly in the section entitled "Risk Factors".

bBooth's financial statements are stated in United States dollars and are prepared in accordance with United States generally accepted accounting principles accepted in the United States.

Overview

We were incorporated in the State of Nevada on November 27, 2012. Following incorporation, our business related to the development and marketing of "green building" information for homeowners and owners-builders. In January 2013, we formed a Canadian subsidiary, "Global System Designs Inc." in response to Canadian demand for consultative building services. In the second quarter of 2014, we decided to explore alternative business opportunities in order to maximize shareholder value. As a result, we entered into the Exchange Agreement with bBooth, which closed on October 16, 2014.

Cutaia Media Group was formed as a limited liability company under the laws of the State of Nevada on December 12, 2012. On May 19, 2014, bBooth Inc. was incorporated under the laws of the State of Nevada and both entities entered into a Plan of Merger, pursuant to which all of the membership interests of Cutaia Media Group were exchanged at a ratio of one unit of membership interest into one share of common stock of bBooth, which became the surviving entity.

Following the closing of the Exchange Agreement, our company commenced focusing on the business currently carried on by bBooth, which is the manufacture and operation of internet-connected, kiosk-sized, professional-quality audio-video recording studios, branded and marketed under the name of "bBooth".

Because the operations and assets of bBooth represent substantially our entire business and operations as of the closing date of the Exchange Agreement, our management's discussion and analysis contained in this current report is based on bBooth's operations.

Product Development

In addition to the 10'x12' sized flagship style bBooths our company is deploying in shopping malls, our company is currently developing a smaller bBooth that will accommodate only 1-3 people. The smaller booth (currently referred to internally as "*bBooth Express*") is designed to appeal to a broader demographic looking to record an electronic greeting card or other video recorded message for quick distribution to friends, family and social media followers. Our marketing research indicates that these consumers don't require professional quality recordings in a completely sound-proof chamber, but are more interested in a fun, social experience. bBooth Express will be fully automated, requiring no attendant, and its weather-proof compact footprint will allow it to be deployed in many more locations at a far lower cost than the flagship bBooth models. Cost of production is also expected to be significantly lower than the flagship bBooth models.

Growth

We are preparing for rapid growth following the near-term deployment of our booths, the release of our bMobile app, the airing of one or more of our TV and/or online shows and the media attention we anticipate will result. Accordingly, management has been focused on the dynamic scalability of its mobile and online infrastructure, vendor/contractor capacity and supply, national-scale staffing and HR capabilities, and the expansion of the management team. As management believes our products and services have global appeal, management expects that our company will undergo a long sustained growth trend as it implements its international roll-out initiatives.

Industry Trends

Management believes that our company is uniquely well-positioned to enjoy the current industry growth trends of social media, mobile video and video sharing, online streaming music.

Social Media Growth

Social Media and online content have grown by an average of 900% compound annual growth rate (ranging from 71% for LinkedIn to 4900% for Pinterest, and includes Facebook, Twitter, WordPress, Tumblr and Google+) since the acquisition of YouTube by Google in 2006 to end of 2012. (Source: dstevenwhite.com)

Mobile Video Growth

Cisco estimates that over two-thirds of the world's mobile data traffic will be video by 2018. Mobile video is expected to increase 14-fold between 2013-2018, accounting for 69% of total mobile data traffic by the end of 2018.

Streaming Music Growth

Nielsen SoundScan says on-demand streaming services jumped 42% in the first half of 2014 compared to a year ago, soaring to 70.3 million streams. Sales of digital downloads, meanwhile, dropped 13% to \$593.6 million during the first six months, from \$682.2 million the year before.

Conclusion

Management believes bBooth's retail kiosk platform combined with its bMobile app, allowing consumers to easily create and share high quality video content and to interact with music in new ways through a mobile app will position our company at the forefront of the video and music streaming and sharing revolution. As seen by industry transactions (like Google's acquisition of YouTube in 2006; Disney's acquisition of Maker in 2013; and Apple's purchase of Beats Electronics and music streaming service in 2014; among many other recent transactions), management believes that the market is continuing to ascribe higher and higher valuations for businesses in the sectors occupied by bBooth.

Key Opportunities

We believe there are numerous mobile video sharing and distribution platforms with existing active user bases that range from several million to tens of millions of users that could be acquired by our company through one or more accretive transactions. Management believes it could integrate such platforms and convert their corresponding users to our higher value proposition bMobile app and our retail bBooth platform effectively accelerating and increasing our revenue generation and earnings capabilities.

Going Concern

As more fully described in Note 2 to bBooth's audited financial statements included with this current report, our independent registered public accounting firm has included an explanatory paragraph in their report on our financial statements for the year ended December 31, 2013 related to the uncertainty of our ability to continue as a going concern. We have a significant accumulated deficit and working capital deficit and have incurred losses from continuing operations since inception. These conditions raise substantial doubt about our ability to continue as a going concern.

Management's plan is to use the financing obtained in connection with the closing of the Exchange Agreement to continue to expand its operations. If we are not successful in generating revenue and becoming profitable, we may have to further delay or reduce expenses, or curtail operations. The accompanying financial statements of bBooth do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that could result should our company not continue as a going concern.

Critical Accounting Policies

bBooth's financial statements, which appear at Item 9.01(a) of this current report, have been prepared in accordance with accounting principles generally accepted in the United States, which require that we make certain assumptions and estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of net revenue and expenses during each reporting period. On an ongoing basis, management evaluates its estimates, including those related to valuation of the fair value of financial instruments, share based compensation arrangements and long-lived assets. These estimates are based on historical experience and on various other factors that it believes to be reasonable under the circumstances. Actual results could differ from those estimates. For additional information relating to these and other accounting policies, see Note 2 to bBooth's financial statements appearing elsewhere in this current report.

Results of Operations for the Six Months Ended June 30, 2014 and 2013

	Six Months Ended June 30, 2014	Six Months Ended June 30, 2013
Total revenues	\$ -	\$ -
Research and development expense	44,843	109,000
General and administrative expense	728,479	3,366,861
Total operating expenses	773,322	3,475,861
Loss from operations	773,322	3,475,861
Interest expense	17,482	-
Net loss	790,804	3,475,861

Revenues

We did not generate any revenue during the six months ended June 30, 2014 or 2013.

Operating Expenses

Research and development expense. Research and development expenses are primarily expenses to vendors contracted to perform research projects and develop technology for our booths. The expense is decreasing as the majority of the technological development and design of our booths was incurred during the second half of the year ended December 31, 2013.

General and administrative expense. For the six months ended June 30, 2014, approximately \$389,000 of our general and administrative expense is for services of various consultants, with \$300,000 to consultants who performed management services. The decrease from the six months ended June 30, 2013 relates to approximately \$2,950,000 of fees to management consultants that were satisfied in 2013 through the issuance of membership interests in Cutaia Media Group prior to the merger into bBooth. No such grants were issued during the six months ending June 30, 2014. Included in the consulting fees discussed above was \$125,000 of officer compensation incurred during the six months ended June 30, 2014, none of which was paid in cash. \$62,500 was treated as a contribution to capital and the remaining \$62,500 remains as an accrued expense.

	Year Ended December 31, 2013 (\$)	Period from Inception December 12, 2012 through December 31, 2012 (\$)
Total revenues	-	-
Research and development expense	485,429	217,400
General and administrative expense	4,096,118	65,879
Total operating expenses	4,581,547	283,279
Loss from operations	4,581,547	283,279
Interest expense	-	-
Net loss	4,581,547	283,279

Revenues

We did not generate any revenue during the years ended December 31, 2013 and 2012

Operating Expenses

Research and development expense. Research and development expenses are primarily expenses to vendors contracted to perform research projects and develop technology for our booths. The expense for the period in 2012 was only for less than a month, and therefore is not comparable to the expense in 2013. The expense in 2013 represents the major technological development and design of our booths during our development stage.

General and administrative expense. For the year ended December 31, 2013, approximately \$3,370,000 of our general and administrative expense is for services to various consultants, the majority of who performed management services. Approximately \$2,950,000 of these costs were satisfied through the issuance of membership interests in Cutaia Media Group prior to the merger into bBooth. There was an additional \$250,000 of officer compensation that was settled through a contribution to capital by the officer. Professional fees of approximately \$78,000 related to legal and accounting services.

Liquidity and Capital Resources

As at June 30, 2014, we had cash of \$1,000,265 and working capital of \$859,964 as compared to cash of \$124,224 and a working capital deficit of \$123,670 as at December 31, 2013. The increase in cash and working capital as at June 30, 2014 was the result of the completion of a convertible note financing completed in the second quarter of 2014. We estimate the operating expenses for the next 12 months will continue to exceed any revenues we generate, and we will need to raise capital through either debt or equity offerings to continue operations.

We are in the early stages of our business. We are required to fund growth from financing activities, and we intend to rely on a combination of equity and debt financings. Due to market conditions and the early stage of our operations, there is considerable risk that our company will not be able to raise such financings at all, or on terms that are not overly dilutive to our existing shareholders. We can offer no assurance that we will be able to raise such funds.

Operating Activities

	Six Months Ended June 30, 2014 Unaudited (\$)	Six Months Ended June 30, 2013 Unaudited (\$)
Cash from operating activities	(886,977)	(397,494)
Cash from financing activities	2,005,062	474,506
Cash used by investing activities	(242,044)	(1,859)
Net loss	790,804	3,475,861

	Year Ended December 31, 2013 Audited (\$)	Period from Inception December 12, 2012 through December 31, 2012 Audited (\$)
Cash from operating activities	(1,224,029)	(269,453)
Cash from financing activities	1,377,598	269,453
Cash used by investing activities	(29,345)	-
Net loss	4,581,547	283,279

Operating activities used cash of \$886,977 during the six months ended June 30, 2014 as compared to \$39,497 during the six months ended June 30, 2013. Financing activities provided cash of \$2,005,062 during the six months ended June 30, 2014 compared to \$474,506 in the comparable 2013 period, primarily due to proceeds from capital contributions in both periods and the completion of a convertible note financing during the second quarter of 2014. Investing activities used cash of \$242,044 during the six months ended June 30, 2014 and \$1,859 in the comparable 2013 period due primarily to deposits paid for bBooth equipment during the year ended June 30, 2014.

Operating activities used cash of \$1,224,029 during the year ended December 31, 2013 as compared to \$269,453 during the year ended December 31, 2012. Financing activities provided cash of \$1,377,598 during the year ended December 31, 2013 compared to \$269,453 in 2012, primarily due to proceeds from capital contributions. Investing activities used cash of \$29,345 during the year ended December 31, 2013 (2012 - \$Nil) due primarily to the purchase of property and equipment.

Critical Accounting Policies

For a summary of our critical accounting policies, see Note to bBooth's financial statements appearing elsewhere in this current report.

Off Balance Sheet Arrangements

We have no off balance sheet arrangements.

Contractual Obligations

We are a smaller reporting company as defined by Rule 12b-2 of the *Securities Exchange Act of 1934*, as amended, and are not required to provide the information under this item.

Recently Issued Accounting Pronouncements

In June 2014, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2014-10, Development Stage Entities (Topic 915). ASU 2014-10 eliminates the distinction of a development stage entity and certain related disclosure requirements, including the elimination of inception-to-date information on the statements of operations, cash flows and stockholders' equity. ASU 2014-10 is effective prospectively for annual reporting periods beginning after December 15, 2014, and interim periods within those annual periods, however early adoption is permitted. Our company has elected to early adopt the provisions of ASU 2014-10 and has removed the related disclosures in the accompanying financial statements and notes.

Our company is evaluating how to apply ASU 605, *Revenues from Contracts with Customers*, before its effective date, however, as we do not yet have revenue to recognize, it will not have an impact on current results of operations, financial position or cash flows.

SECURITY OWNERSHIP OF CERTAIN STOCKHOLDERS AND MANAGEMENT

Principal Stockholders

The following tables set forth, as of October 16, 2014, certain information with respect to the beneficial ownership of our common stock by each stockholder known by us to be the beneficial owner of more than 5% of our common stock, and by each of our current directors and executive officers. Each person has sole voting and investment power with respect to the shares of common stock, except as otherwise indicated. Beneficial ownership consists of a direct interest in the shares of common stock, except as otherwise indicated.

In the following tables, we have determined the number and percentage of shares beneficially owned in accordance with Rule 13d-3 of the *Securities Exchange Act of 1934*, as amended, based on information provided to us by our significant stockholders, executive officers and directors, and this information does not necessarily indicate beneficial ownership for any other purpose. In determining the number of shares of our common stock beneficially owned by a person and the percentage ownership of that person, we include any shares as to which the person has sole or shared voting power or investment power, as well as any shares subject to warrants or options held by that person that are currently exercisable or exercisable within 60 days.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percentage of Class ⁽¹⁾
Common Stock	Rory J. Cutaia c/o 1157 North Highland Avenue, Suite C Hollywood, California 90038	22,342,298	37.2%
Common Stock	Aaron Meyerson c/o 1157 North Highland Avenue, Suite C Hollywood, California 90038	7,200,000	12.0%
Common Stock	Kim Watson c/o 1157 North Highland Avenue, Suite C Hollywood, California 90038	611,324	1.0%
Common Stock	Leigh Collier c/o 1157 North Highland Avenue, Suite C Hollywood, California 90038	611,324	1.0%
Common Stock	James P. Geiskopf c/o 1157 North Highland Avenue, Suite C Hollywood, California 90038	334,000	0.6%
Directors and Officers as a group (5 persons)		31,098,946	51.8%

(1) Based on 60,000,000 shares of common stock issued and outstanding as of October 16, 2014. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Except as otherwise indicated, we believe that the beneficial owners of the common stock listed above, based on information furnished by such owners, have sole investment and voting power with respect to such shares, subject to community property laws where applicable.

Changes in Control

As a result of the closing of the Exchange Agreement with bBooth, we experienced a change of control, as two of our three prior directors resigned, two new directors, all of whom were directors of bBooth, were appointed to our board, the former executive officers of our company resigned and were replaced by management nominees of bBooth, and former shareholders of bBooth were issued shares that constituted approximately 84% of our issued and outstanding shares. We know of no other arrangements the operation of which may, at a subsequent date, result in a change of control of our company.

DIRECTORS, EXECUTIVE OFFICERS AND CONTROL PERSONS

The following individuals serve as the directors and executive officers of our company. We have no other significant employees. All directors of our company hold office until the next annual meeting of our shareholders or until their successors have been elected and qualified. The executive officers of our company are appointed by our board of directors and hold office until their death, resignation or removal from office.

Name	Position	Age	Date First Elected or Appointed
Rory J. Cutaia	Chairman, President, Chief Executive Officer, Secretary, Treasurer and Director	58	October 16, 2014
Aaron Meyerson	President bTV business unit and Director	52	October 16, 2014
Leigh Collier	Executive Vice President, Development	40	October 16, 2014
Kim Watson	Executive Vice President, Strategic Relations	58	October 16, 2014
Ron Gillyard	President, bMgmt and bRecords business units	47	October 16, 2014
James P. Geiskopf	Director	55	May 7, 2014

Business Experience

The following is a brief account of the education and business experience during at least the past five years of each director, executive officer and key employee of our company, indicating the person's principal occupation during that period, and the name and principal business of the organization in which such occupation and employment were carried out.

Rory J. Cutaia, Chairman, President, CEO, Secretary, Treasurer and Director

Rory J. Cutaia founded bBooth in August, 2012 (formerly Cutaia Media Group, LLC). Prior to bBooth, from October, 2006 to August, 2011, Mr. Cutaia was a partner with Corinthian Capital Group, Inc., a private equity fund based in New York involved in investing in middle market U.S. based companies. During his tenure at Corinthian, from June, 2008 to October, 2011, Mr. Cutaia was the co-founder and Executive Chairman of Allied Fiber, Inc., a company engaged in the construction of a nation-wide fiber-optic network and from June 2007 to August 2011, Mr. Cutaia was CEO of GreenFields Coal Company, a company engaged in the deployment of technology to recycle coal waste and clean-up coal waste sites. Before joining Corinthian, from January, 2000 to October, 2006, Mr. Cutaia was the Founder, Chairman and CEO of The Telx Group, Inc., a company engaged in the telecom carrier inter-connection, colocation and data center business, which he sold in 2006. Before founding Telx, Mr. Cutaia was a practicing lawyer with a prominent New York firm. Mr. Cutaia obtained his JD in law from the Fordham University School of Law in 1985 and his Bachelor of Science from the New York Institute of Technology in 1982.

Aaron Meyerson, President of the bTV business unit and Director

Aaron Meyerson is the President of bBooth's bTV business unit. Prior to bBooth, from December, 2010 to December, 2012, he was the President of Programming and Development for CBS Television, where he oversaw the production of daily shows including Entertainment Tonight, The Insider, Judge Judy, Dr. Phil, Inside Edition, Rachael Ray and The Jeff Probst Show. From January, 2010 to December, 2010, he was a consultant at Coincident TV in business development; from June, 2008 to December, 2009 he was the Special Vice-President of Programming at MTV Networks; from May, 2005 to April, 2008 he was the Special Vice-President of Development for Oxygen Media; and from September, 2001 to February, 2005 he was the Special Vice-President of Business Development and Programming for Fox TV Studios. Mr. Meyerson obtained his MBA from Stanford University in 1989 and his Bachelor of Arts from UC Berkeley in 1984.

Leigh Collier, Executive Vice-President, Development

Leigh Collier is Executive Vice-President – Development of bBooth responsible for identifying, developing and managing strategic partnerships and relationships in technology and entertainment. Prior to bBooth, from May, 2011 to May, 2013, Ms. Collier was the Vice-President of Programming and Development for CBS Television. Ms. Collier obtained a Bachelor of Fine Arts from New York University in 1998. She is also an adjunct Professor of Network Development at Cal-State Northridge and is a Member of the Academy of Television Arts and Sciences.

Kim Watson, Executive Vice-President, Strategic Relations

Kim Watson is Executive Vice-President - Strategic Relations responsible for bBooth's retail relationships, including the development and implementation of in-mall music and comedy entertainment initiatives designed to promote bBooth consumer activations on a national and local level. Mr. Watson is a Grammy nominee and a writer and director credited as co-writer of Universal Pictures' production of *Honey*. He has directed over 40 music videos for popular artists, including Kwame, R. Kelly, Al Jarreau, Breeze LA Posse and Roxanne Shante. He is a Member of the National Communication Association's Honor Society, Lambda Pi Eta.

Ron Gillyard, President of bMgmt and bRecords business units

Ron Gillyard is the President of bBooth's bMgmt and bRecords business units. Prior to bBooth, from December 2010 to May 2014, Mr. Gillyard was the President at Gillyard Entertainment; from September, 2007 to November, 2010, he was a talent management consultant at Frontline Management Group, Inc., a subsidiary of Live Nation Entertainment, Inc.; from January, 2003, to September, 2007, he was the President of Urban Music at Interscope Records under Jimmy Iovine; from August 2000 to December 2003, he was the Head of Urban Music at J Records under Clive Davis; and from December 1994 to July 2000, he was the General Manager at Bad Boy Entertainment under Sean 'P. Diddy' Combs.

James P. Geiskopf, Director

James P. Geiskopf became a director of our company in May 2014. Mr. Geiskopf has 32 years of experience leading companies in the services industry. From 1975 to 1986, Mr. Geiskopf was the Chief Financial Officer of Budget Rent a Car of Fairfield California and from 1986 to 2007, he was the President and Chief Executive Officer. In 2007, Mr. Geiskopf sold the franchise and its four locations. Mr. Geiskopf served on the Board of Directors of Suisun Valley Bank from 1986 to 1993. Mr. Geiskopf also served on the Board of Directors of Napa Valley Bancorp from 1991 to 1993. The bank holding company was sold to a larger institution in 1993. Mr. Geiskopf is currently serving on the Board of Directors of Electronic Cigarettes International Group since June 2013, a public company quoted on the OTCQB. He is the Chairman of the Compensation Committee. Mr. Geiskopf has also served as an officer and director of several other public companies.

Term of Office

Each director of our company is to serve for a term of one year ending on the date of subsequent annual meeting of stockholders following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director is to serve until his successor is elected and qualified or until his death, resignation or removal. Our board of directors is to elect our officers and each officer is to serve until his successor is elected and qualified or until his death, resignation or removal.

LEGAL PROCEEDINGS

None of our directors or executive officers have been involved in any of the following events during the past ten years:

- (a) any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- (b) any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- (c) being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities;
- (d) being found by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;
- (e) being the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of: (i) any federal or state securities or commodities law or regulation; or (ii) any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or (iii) any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- (f) being the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the *Securities Exchange Act of 1934*), any registered entity (as defined in Section 1(a)(29) of the *Commodity Exchange Act*), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

EXECUTIVE COMPENSATION

Summary Compensation

The particulars of compensation paid to the following persons:

- (a) our principal executive officer;
- (b) each of our two most highly compensated executive officers who were serving as executive officers at the end of the year ended December 31, 2013; and
- (c) up to two additional individuals for whom disclosure would have been provided under (b) but for the fact that the individual was not serving as our executive officer at the end of the most recently completed financial year,

who we will collectively refer to as the named executive officers, for our years ended December 31, 2013 and 2012, are set out in the following summary compensation table:

Name and principal position	Year Ended	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
Paul McDonald ⁽¹⁾ Former President, Chief Executive Officer, Chief Financial Officer, Treasurer and Director	11/30/13 11/30/12	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
David Rose ⁽²⁾ Former Secretary and Director	11/30/13 11/30/12	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Rory J. Cutaià ⁽³⁾ Chairman, President, Chief Executive Officer, Secretary and Treasurer and Director	12/31/13 12/31/12	\$250,000 -	- -	- -	- -	- -	- -	- -	\$250,000 -
Aaron Meyerson President bTV business unit ⁽⁴⁾	12/31/13 12/31/12	\$217,040 -	- -	- -	- -	- -	- -	- -	\$217,040 -
Leigh Collier Executive Vice-President ⁽⁵⁾	12/31/13 12/31/12	\$60,030 -	- -	- -	- -	- -	- -	- -	\$60,030 -
Kim Watson Executive Vice-President ⁽⁶⁾	12/31/13 12/31/12	\$8,500 -	- -	- -	- -	- -	- -	- -	\$8,500 -
Ron Gillyard President of bMgmt and bRecords business units ⁽⁷⁾	12/31/13 12/31/12	- -	- -	- -	- -	- -	- -	- -	- -

- (1) Mr. McDonald resigned from his positions on October 16, 2014 in connection with the closing of the Exchange Agreement.
- (2) Mr. Rose resigned from his positions on October 16, 2014 in connection with the closing of the Exchange Agreement.
- (3) Mr. Cutaià was appointed as President, Chief Executive Officer, Secretary, Treasurer and director on October 16, 2014 in connection with the closing of the Exchange Agreement. The amount set out in the table above for Mr. Cutaià reflects management fees paid by bBooth, which became our wholly-owned subsidiary on the closing of the Exchange Agreement.
- (4) Mr. Meyerson was appointed as President of bTV business unit on October 16, 2014 in connection with the closing of the Exchange Agreement. The amount set out in the table above for Mr. Meyerson reflects management fees paid by bBooth, which became our wholly-owned subsidiary on the closing of the Exchange Agreement.
- (5) Ms. Collier was appointed as Executive Vice-President, Development, on October 16, 2014 in connection with the closing of the Exchange Agreement. The amount set out in the table above for Ms. Collier reflects management fees paid by bBooth, which became our wholly-owned subsidiary on the closing of the Exchange Agreement.
- (6) Mr. Watson was appointed as Executive Vice-President, Strategic Relations, on October 16, 2014 in connection with the closing of the Exchange Agreement. The amount set out in the table above for Mr. Watson reflects management fees paid by bBooth, which became our wholly-owned subsidiary on the closing of the Exchange Agreement.
- (7) The amount set out in the table above for Mr. Gillyard reflects management fees paid by bBooth, which became our wholly-owned subsidiary on the closing of the Exchange Agreement.

Employment or Consulting Agreements

Other than as noted below, there are no employment contracts, compensatory plans or arrangements, including payments to be received from our company with respect to any executive officer, that would result in payments to such person because of his or her resignation, retirement or other termination of employment with our company, or our subsidiaries, any change in control, or a change in the person's responsibilities following a change in control of our company.

Rory Cutaia is currently paid \$250,000 per annum, Leigh Collier is paid \$200,000 per annum, Kim Watson is paid \$120,000 per annum and Ron Gillyard is paid \$150,000 per annum. There are no written employment or consulting agreements currently in place with any of these officers.

Aaron Meyerson is employed by bBooth for an annual salary of \$225,000 pursuant to an employment agreement dated August 4, 2014. Mr. Meyerson is entitled to discretionary bonuses under the employment agreement based upon the achievement of performance targets and budget objectives. He is also entitled to a guaranteed bonus of \$25,000 to be paid upon completion of the Exchange Agreement and, subject to available free cash flow as determined in the discretion of our company's CEO, \$50,000 on each of December 31, 2014 and each quarter thereafter until an aggregate of \$277,460 has been paid.

Mr. Meyerson's employment agreement may be terminated by either party upon 30 days written notice. If the employment agreement is terminated by our company without cause or by Mr. Meyerson for good reason, then we will pay three months' severance and reimbursement for COBRA health insurance costs for six months. As part of Mr. Meyerson's appointment, on March 11, 2013, he was issued 7,200,000 shares of bBooth, our subsidiary, which were exchanged for 7,200,000 shares of our company.

In consideration of their agreement to join the management team of bBooth, on February 15, 2013, Kim Watson was issued 611,324 shares and on March 15, 2013, Leigh Collier was issued 611,324 shares of bBooth, our subsidiary, which were each exchanged for 611,324 shares of our company.

Outstanding Equity Awards at Fiscal Year-End

No named executive officer or director received any equity awards, or held exercisable or unexercisable options, as of our years ended November 30, 2013 and 2012.

Retirement or Similar Benefit Plans

There are no arrangements or plans in which we provide retirement or similar benefits for our directors or executive officers.

Resignation, Retirement, Other Termination, or Change in Control Arrangements

Other than as set out above, we have no contract, agreement, plan or arrangement, whether written or unwritten, that provides for payments to our directors or executive officers at, following, or in connection with the resignation, retirement or other termination of our directors or executive officers, or a change in control of our company or a change in our directors' or executive officers' responsibilities following a change in control.

Compensation of Directors

Except as set out herein, no director who is not otherwise a named executive officer, received or accrued any compensation for his or her services as a director since our inception or the inception of bBooth. We have no formal plan for compensating our directors for their services in their capacity as directors. Our directors are entitled to reimbursement for reasonable travel and other out-of-pocket expenses incurred in connection with attendance at meetings of our board of directors. Our board of directors may award special remuneration to any director undertaking any special services on our behalf other than services ordinarily required of a director.

**CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS,
AND DIRECTOR INDEPENDENCE**

Family Relationships

There are no family relationships among our directors or officers.

Transactions with Related Persons, Promoters, and Certain Control Persons

Other than as disclosed below, there has been no transaction, since our inception on November 27, 2012 or bBooth's inception on December 12, 2012 and there are currently no proposed transactions, in which we were or are to be a participant and the amount involved exceeds the lesser of \$120,000 or one percent of our or bBooth's total assets, as applicable, at year end for the last completed fiscal year, and in which any of the following persons had or will have a direct or indirect material interest:

- (a) any director or executive officer of our company or bBooth;
- (b) any person who beneficially owns, directly or indirectly, shares carrying more than 5% of the voting rights attached to our outstanding shares of our common stock;
- (c) any of our promoters and control persons; and
- (d) any member of the immediate family (including spouse, parents, children, siblings and in-laws) of any of the foregoing persons.

Related party transactions to which our company has been a party since its inception are as follows:

- On November 29, 2012, we issued 950,000 shares (on a pre-split basis) of our common stock to Paul McDonald, a former director and officer of our company, at a price of \$0.001 per share, for total consideration of \$950.
- On January 8, 2013, we issued 1,000,000 (on a pre-split basis) and 1,375,000 shares (on a pre-split basis) of our common stock to Paul McDonald and David Rose, former officers and directors of our company, respectively, at a price of \$0.0002 per share for total aggregate consideration of \$4,750.
- On October 16, 2014, Paul McDonald returned 905,457 shares for cancellation and David Rose returned 1,171,056 shares for cancellation.

Related party transactions to which bBooth (our subsidiary) has been a party since its inception are as follows:

- From time to time, Rory J. Cutaia has advanced funds to our company for working capital purposes. The balance advanced amounted to \$74,938 and \$81,307 as of December 31, 2013 and 2012, respectively. The amount was fully repaid in June 2014, with no balance of advances outstanding as of June 30, 2014.
- On June 30, 2014, we added \$250,000 to the capital of the membership units of Rory J. Cutaia in settlement of his accrued salary of \$250,000 for the year ended December 31, 2013. On June 30, 2014, we added \$62,500 to the capital of the membership units in settlement of his accrued salary of \$62,500 for the three-months ended June 30, 2014. As of June 30, 2014, accrued and unpaid compensation to Rory J. Cutaia for the three months ended June 30, 2014 was \$62,500.

Board Independence and Committees

We are not currently listed on the Nasdaq Stock Market. In evaluating the independence of our members and the composition of the committees of our board of directors, we utilize the definition of "independence" as that term is defined by applicable listing standards of the Nasdaq Stock Market and Securities and Exchange Commission rules, including the rules relating to the independence standards of an audit committee and the non-employee director definition of Rule 16b-3 promulgated under the *Securities Exchange Act of 1934*, as amended.

According to the Nasdaq definition, Jimmy Geiskopf is an independent director because he is not an officer of our company and is not a beneficial owner of a material amount of shares of our common stock. We have determined that Rory J. Cutaia and Aaron Meyerson are not independent due to the fact that they are executive officers of our company.

Our board of directors expects to continue to evaluate its independence standards and whether and to what extent the composition of our board of directors and its committees meets those standards. We ultimately intend to appoint such persons to our board and committees of our board as are expected to be required to meet the corporate governance requirements imposed by a national securities exchange. Therefore, we intend that a majority of our directors will be independent directors of which at least one director will qualify as an "audit committee financial expert," within the meaning of Item 407(d)(5) of Regulation S-K, as promulgated under the *Securities Act of 1933*, as amended.

Committees of the Board

We do not currently have any committees of the board. However, we expect to appoint an audit committee in the near future and to adopt a charter relative to such committee.

Legal Proceedings

We know of no material, active or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

Code of Ethics

We have adopted a formal code of ethics within the meaning of Item 406 of Regulation S-K promulgated under the *Securities Act of 1933*, as amended, that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions that establishes, among other things, procedures for handling actual or apparent conflicts of interest.

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock is not traded on any exchange but is currently available for trading in the over-the-counter market and is quoted on the Over the Counter Bulletin Board and on the pink sheets operated by the OTC Markets Group, Inc. under the symbol "GLSI." Trading in stocks quoted on these markets is often thin and is characterized by wide fluctuations in trading prices due to many factors that may have little to do with a company's operations or business prospects. As of the date of this current report, there was no bid history for our common stock, because the common stock has never been traded. We cannot assure you that there will be a market for our common stock in the future.

Effective October 6, 2014, we completed a merger with our wholly-owned subsidiary, bBooth, Inc., in order to change our name from "Global System Designs, Inc." to "bBooth, Inc.", and we effected a two for one forward stock split of our authorized and issued and outstanding common shares. As a result, our authorized capital of common stock increased from 100,000,000 shares of common stock with a par value of \$0.0001 per share to 200,000,000 shares of common stock with a par value of \$0.0001 per share and our outstanding shares of common stock increased from 5,825,000 shares to 11,650,000 common shares outstanding. The 15,000,000 shares of preferred stock with a par value of \$0.0001 per share authorized under our capital structure were unchanged in connection with the forward stock split of our common shares.

The name change and forward split became effective for trading purposes at the opening of trading on October 16, 2014 under the stock symbol "GLSID". Our stock symbol is expected to be changed to "BBTH" effective on or about November 12, 2014. Our new CUSIP number is 07331L 108.

Over the counter securities are not listed or traded on the floor of an organized national or regional stock exchange. Instead, these securities transactions are conducted through a telephone and computer network connecting dealers in stocks. Over the counter issuers are traditionally smaller companies that do not meet the financial and other listing requirements of a regional or national stock exchange.

Trades in our common stock may be subject to Rule 15c-9 of the *Securities Exchange Act of 1934*, as amended, which imposes requirements on broker/dealers who sell securities subject to the rule to persons other than established customers and accredited investors. For transactions covered by the rule, broker/dealers must make a special suitability determination for purchasers of the securities and receive the purchaser's written agreement to the transaction before the sale.

The SEC also has rules that regulate broker/dealer practices in connection with transactions in "penny stocks." Penny stocks generally are equity securities with a price of less than \$5.00 (other than securities listed on certain national exchanges, provided that the current price and volume information with respect to transactions in that security is provided by the applicable exchange or system). The penny stock rules require a broker/dealer, before effecting a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the SEC that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker/dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker/dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker/dealer and salesperson compensation information, must be given to the customer orally or in writing before effecting the transaction, and must be given to the customer in writing before or with the customer's confirmation. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for shares of our common stock. As a result of these rules, investors may find it difficult to sell their shares.

Holders of Common Stock

As of October 16, 2014, there were approximately 135 holders of record of our common stock. As of the date of this filing, there are 60,000,000 shares of our common stock outstanding. The shares issued in connection with the Exchange Agreement, including the common stock issued to the former bBooth stockholders, are "restricted securities," which may be sold or otherwise transferred only if such shares are first registered under the *Securities Act of 1933*, as amended, or are exempt from such registration requirements.

Dividend Policy

We have never declared or paid dividends. We do not intend to pay cash dividends on our common stock for the foreseeable future, but currently intend to retain any future earnings to fund the development and growth of our business. The payment of dividends if any, on our common stock will rest solely within the discretion of our board of directors and will depend, among other things, upon our earnings, capital requirements, financial condition, and other relevant factors.

LEGAL PROCEEDINGS

We know of no material, active or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial stockholder, is an adverse party or has a material interest adverse to our interest.

RECENT SALES OF UNREGISTERED SECURITIES

Our company has issued the following securities within the last three fiscal years on an unregistered basis:

On November 29, 2012, Paul McDonald purchased 950,000 shares of our common stock at \$0.001 per share for aggregate proceeds of \$950 and on January 8, 2013, he purchased 1,000,000 shares at \$0.002 per share for aggregate proceeds of \$2,000. On January 8, 2013, David Rose purchased 1,375,000 shares at \$0.002 per share for aggregate proceeds of \$2,750. These securities were issued in reliance upon the exemption contained in Section 4(a)(2) of *Securities Act of 1933* as both Paul McDonald and David Rose were directors of our company.

On April 2, 2013, we sold 725,000 shares of our common stock at \$0.02 per share for aggregate proceeds of \$14,500. These securities were issued in reliance upon the exemption contained in Section 4(a)(2) and/or Rule 506 of Regulation D of *Securities Act of 1933*. This offering met the requirements of Rule 506 in that (a) the shares were sold to accredited investors or not more than 35 unaccredited investors; (b) the disclosure requirements of Rule 502(b) of Regulation D were met; and (c) the offer and sale of the shares was not accomplished by means of any general advertising or general solicitation.

Sales by bBooth (our subsidiary)

On the dates indicated below, the following investors were issued membership units in bBooth (formerly Cutaia Media Group, LLC). The membership units were issued to each of the investors in reliance upon the exemption contained in Section 4(a)(2) and/or Rule 506 of Regulation D of the *Securities Act of 1933* as each of the investors was an accredited investor (as such term is defined in Regulation D).

Name	% ownership	Date
Cutaia Media Group Holdings, LLC	10.01%	12/12/2012
2009 Meyerson Family Trust (Aaron Meyerson)	20.00%	3/11/2013
Kim Watson	1.70%	2/15/2103
Leigh Collier	1.70%	3/15/2013
Jaymie Scotto Cutaia	1.70%	2/15/2013

On the dates indicated below, the following investors purchased membership units in bBooth (formerly Cutaia Media Group, LLC) for the aggregate amounts listed. The membership units were issued to each of the investors in reliance upon the exemption contained in Section 4(a)(2) and/or Rule 506 of Regulation D of the *Securities Act of 1933* as each of the investors was an accredited investor (as such term is defined in Regulation D).

Name	Paid in amount	% ownership	Date
Rory J. Cutaia	\$1,050,000.00	49.80%	
Brad Zions	\$100,000.00	0.89%	6/14/2013
Craig Greenseid	\$25,000.00	0.21%	7/9/2013
Jay and Lynn Beber	\$100,000.00	0.85%	7/12/2013
Jayson Esterow	\$50,000.00	0.42%	8/2/2013
Joseph Pirello	\$175,000.00	1.49%	7/11/2013
Kat Strategic, LLC	\$100,000.00	0.85%	7/12/2013
Lee Sessa	\$357,500.00	3.04%	5/2/2013
Melissa Palumbo	\$50,000.00	0.42%	7/3/2013
Scott Pirello	\$20,000.00	0.17%	7/12/2013
Defossez.Biz	\$200,000.00	1.70%	1/28/2014
Kuperman Insurance	\$30,000.00	0.25%	1/27/2014
Tom Mckissick	\$50,000.00	0.42%	3/21/2014
Lenny Sessa	\$200,000.00	1.70%	12/14/2014
Dave Stott	\$100,000.00	0.85%	12/14/2014
Sal Aurora	\$100,000.00	0.85%	2/14/2014
Jaymie Scotto Cutaia	\$65,000.00	0.55%	6/5/2014
Chris Ainley	\$50,000.00	0.42%	4/14/2014

On June 9, 2014, bBooth sold convertible notes in the aggregate principal amount of \$1,612,000 to 16 subscribers in an offshore transaction in reliance on the exemption contained in Regulation S of the *Securities Act of 1933* as all of the subscribers were non-U.S. persons (as such term is defined in Regulation S). Immediately prior to the closing of the Exchange Agreement, bBooth converted an aggregate of \$1,669,316 in principal and accrued interest into an aggregate of 4,769,473 shares of our common stock at a price of \$0.35 per share.

Between September 30, 2014 and October 2, 2014, bBooth completed a private placement pursuant to which it issued 9,000,000 shares at a price of \$0.50 per share. bBooth also issued an aggregate of 659,600 shares and paid an aggregate cash fee of \$412,250 to two finders in connection with the private placement. Such finders were also paid \$23,072 for reimbursement of expenses in connection with the private placement. An aggregate of 304,000 shares were issued to five investors in reliance upon the exemption contained in Section 4(a)(2) and/or Rule 506 of Regulation D of the *Securities Act of 1933* as each of the investors was an accredited investor (as such term is defined in Regulation D). An aggregate of 8,696,000 shares were issued to investors in an offshore transaction in reliance upon the exemption contained in Regulation S of the *Securities Act of 1933* as all of the investors were non-U.S. persons (as such term is defined in Regulation S). An aggregate of 659,600 shares were issued in an offshore transaction to two finders in reliance upon the exemption contained in Regulation S under the *Securities Act of 1933* as all of the investors were non-U.S. persons (as such term is defined in Regulation S).

DESCRIPTION OF SECURITIES

Common Stock

We are authorized to issue 200,000,000 shares of common stock with a par value of \$0.0001 per share. As at October 16, 2014, we had 60,000,000 shares of common stock outstanding. Upon liquidation, dissolution or winding up of our company, our stockholders are entitled to share ratably in all net assets available for distribution to stockholders after payment to creditors. The common stock is not convertible or redeemable and has no preemptive, subscription or conversion rights. There are no conversions, redemption, sinking fund or similar provisions regarding the common stock. Each outstanding share of common stock is entitled to one vote on all matters submitted to a vote of stockholders. There are no cumulative voting rights.

Each stockholder is entitled to receive the dividends as may be declared by our board of directors out of funds legally available for dividends and, in the event of liquidation, to share pro rata in any distribution of our assets after payment of liabilities. Our board of directors is not obligated to declare a dividend. Any future dividends will be subject to the discretion of our board of directors and will depend upon, among other things, future earnings, the operating and financial condition of our company, our capital requirements, general business conditions and other pertinent factors. It is not anticipated that dividends will be paid in the foreseeable future.

There are no provisions in our articles of incorporation or our bylaws that would delay, defer or prevent a change in control of our company.

Preferred Stock

We are authorized to issue 15,000,000 shares of preferred stock with a par value of \$0.0001 per share. As at October 16, 2014, we had no shares of preferred stock outstanding.

Articles of Incorporation and Bylaws

There are no provisions in our articles of incorporation or our bylaws that would delay, defer or prevent a change in control of our company and that would operate only with respect to an extraordinary corporate transaction involving our company, such as merger, reorganization, tender offer, sale or transfer of substantially all of its assets, or liquidation.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Under the *Nevada Revised Statutes* (the "**Nevada Law**"), we may indemnify our directors and officers against liabilities they may incur in such capacities, including liabilities under the *Securities Act of 1933*, as amended. Article Eight of our Articles of Incorporation provide that a director or officer of our company will not be personally liable to our company or its stockholders for damages for breach of fiduciary duty as a director or officer, provided that this article will not eliminate or limit the liability of a director or officer for: (a) acts or omissions which involve intentional misconduct, fraud or knowing violation of law; or (b) the payment of distributions in violation of NRS 78.300, as amended. Each director will continue to be subject to liability for breach of the director's duty of loyalty to us or our stockholders for acts or omissions not in good faith or involving intentional misconduct or knowing violations of the law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Nevada Law. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Subsection 1 of Section 78.7502 of Nevada Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she (i) is not liable pursuant to Section 78.138 of Nevada Law or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Section 78.138 of Nevada Law provides that, with certain exceptions, a director or officer is not individually liable to the corporation or its stockholders or creditors for any damages as a result of any act or failure to act in his or her capacity as a director or officer unless it is proven that (i) his or her act or failure to act constituted a breach of his or her fiduciary duties as a director or officer, and (ii) his or her breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

Subsection 2 of Section 78.7502 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she (i) is not liable pursuant to Section 78.138 of Nevada Law, or (ii) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged by a court of competent jurisdiction to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which such action or suit was brought or other court of competent jurisdiction determines that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 78.7502 further provides that to the extent that a director, officer, employee or agent of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (1) and (2), or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense. Subsection 3 of Section 78.751 of Nevada Law provides that the indemnification provided for by Section 78.7502 does not exclude any other rights to which the indemnified party may be entitled (except that indemnification will generally not be available to a director or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action) and that the indemnification shall continue for directors, officers, employees or agents who have ceased to hold such positions, and inures to the benefit of their heirs, executors and administrators.

Unless ordered by a court or advanced pursuant to Section 78.751(2), Section 78.751(1) of Nevada Law limits indemnification under Section 78.7502 to situations in which either (1) the stockholders, (2) the majority of a disinterested quorum of directors, or (3) independent legal counsel determine that indemnification is proper under the circumstances. Section 78.751(2) of Nevada Law authorizes a corporation's articles of incorporation, bylaws or agreements to provide that directors' and officers' expenses incurred in defending a civil or criminal action must be paid by the corporation as incurred, rather than upon final disposition of the action, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if a court ultimately determines that he is not entitled to indemnification.

Section 78.752 of Nevada Law empowers the corporation to purchase and maintain insurance or make other financial arrangements on behalf of a person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or other enterprise, for any liability asserted against him or her and expenses incurred by him or her in any such capacity or arising out of his or her status as such whether or not the corporation has the power to indemnify him or her against such liabilities or expenses. As of the date of this current report, we have obtained a customary directors' and officers' liability insurance policy.

Article Twelve of our articles of incorporation and Section 5 of our bylaws provide for the indemnification of our officers, directors, employees or agents to the fullest extent permitted by applicable law. The articles and bylaws further provide that the expenses of our directors, officers, employees or agents incurred in defending any action, suit or proceeding, whether civil, criminal, administrative or investigative, will be paid by us as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon our receipt of an undertaking by or on behalf of the director or officer to repay all amounts so advanced if it is ultimately determined that the director or officer is not entitled to be indemnified by us. Our obligation to indemnify or to advance any expenses to any director, officer, employee or agent will be reduced by any amount that such person may collect from any other entity. Any repeal or modification of these provisions approved by our stockholders will be prospective only and will not adversely affect any limitation on the liability of any of our directors or officers existing as of the time of such repeal or modification. The rights to indemnification and to the advancement of expenses are not exhaustive of any other rights that a director, officer, employee or agent may have or acquire under any statute, bylaw, agreement, vote of stockholders or disinterested directors, our Certificate of Incorporation or otherwise.

We have been advised that in the opinion of the SEC, insofar as indemnification by a company for liabilities arising under the *Securities Act of 1933*, as amended, may be permitted to its directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, such indemnification is against public policy as expressed in the *Securities Act of 1933*, as amended, and is therefore unenforceable. In the event a claim for indemnification against such liabilities (other than the payment of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by us is against public policy as expressed in the *Securities Act of 1933*, as amended, and will be governed by the final adjudication of such issue.

**CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS
ON ACCOUNTING AND FINANCIAL DISCLOSURE**

We had no disagreements with Messineo & Co., CPAs, LLC, our independent registered public accounting firm, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure during our most recently completed fiscal year. Please refer to Item 4.01 below for a discussion of the change in our independent registered public accounting firm.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See Item 9.01 Financial Statements and Exhibits.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES

The responses set out above under Item 2.01 "Recent Sales of Unregistered Securities" is responsive to this item and is incorporated herein by reference.

ITEM 4.01 CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT.

In connection with the closing of the Exchange Agreement on October 16, 2014, we changed our independent registered public accounting firm from Messineo & Co., CPAs, LLC to Anton & Chia, LLP. The appointment of Anton & Chia was approved by our board of directors to be effective as of the closing of the Exchange Agreement.

The report of Messineo & Co. on our financial statements dated February 21, 2014 for the two most recent fiscal years ended November 30, 2013 and 2012 did not contain an adverse opinion or disclaimer of opinion, or qualification or modification as to uncertainty, audit scope, or accounting principles, except that Messineo's report contained an explanatory paragraph in respect to the substantial doubt as to our ability to continue as a going concern.

In connection with the audit of our financial statements for the two most recent fiscal years ended November 30, 2013 and 2012 and in the subsequent interim period through the date of the change of accountants on October 16, 2014, there were no disagreements, resolved or not, with Messineo & Co. on any matters of accounting principles or practices, financial statement disclosure or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of Messineo & Co. would have caused them to make reference to the subject matter of the disagreements in connection with their report on the financial statements for such years.

During the two most recent fiscal years ended November 30, 2013 and 2012, and in the subsequent interim period through the date of the change of accountants on October 16, 2014, there were no reportable events as described in Item 304(a)(1)(v) of Regulation S-K.

We provided Messineo & Co. with a copy of this current report on Form 8-K prior to its filing with the Securities and Exchange Commission, and requested that they furnish us with a letter addressed to the Securities and Exchange Commission stating whether they agree with the statements made in this current report on Form 8-K, and if not, stating the aspects with which they do not agree. The letter from Messineo & Co. dated October 22, 2014 is filed as Exhibit 16.1 to this current report on Form 8-K.

During our two most recent fiscal years ended November 30, 2013 and 2012, and the subsequent interim period through the date of appointment of Anton & Chia on October 16, 2014, we have not, nor has any person on our behalf, consulted with Anton & Chia regarding either the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, nor has Anton & Chia provided to us a written report or oral advice regarding such principles or audit opinion on any matter that was the subject of a disagreement as set forth in Item 304(a)(1)(iv) of Regulation S-K or a reportable event as set forth in Item 304(a)(1)(v) of Regulation S-K with our former independent registered public accounting firm, Messineo.

ITEM 5.01. CHANGES IN CONTROL OF THE REGISTRANT

As a result of the transfer of a majority of the shares of our common stock to the previous shareholders of bBooth pursuant to the Exchange Agreement, we experienced a change in control on the closing date of the Exchange Agreement, with the former stockholders of bBooth acquiring control of our company. The disclosure set forth in Item 2.01 to this current report is responsive to this Item 5.01 and is incorporated into this item by reference.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS, APPOINTMENT OF CERTAIN OFFICERS, COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The information contained in Item 2.01 above related to resignations and appointments of our officers and directors and the compensation payable thereto is responsive to this Item 5.02 and is incorporated into this item by reference.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR

On October 16, 2014, our board of directors approved a change in our fiscal year end from November 30 to December 31, which is the fiscal year end of bBooth. This change is being effectuated in connection with the reverse capitalization transaction described in "Item 2.01 Completion of Acquisition or Disposition of Assets" above.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS

Management has determined that, as a result of the transaction described in the section titled "Item 2.01 Completion of Acquisition or Disposition of Assets" above, on October 16, 2014, our company ceased to be a shell company as defined in Rule 12b-2 promulgated under the *Securities Exchange Act of 1934*, as amended.

The information contained in the section titled "Item 2.01 Completion of Acquisition or Disposition of Assets" above is responsive to this Item 5.06.

Financial Statements

The following financial statements are filed with this current report:

1. Audited annual and interim financial statements as at and for the years ended December 31, 2013 and 2012 and for the six month periods ended June 30, 2014 and 2013:
 - Report of Independent Registered Public Accounting Firm, Anton & Chia LLP, dated September 19, 2014;
 - Balance Sheets as at June 30, 2014, December 31, 2013 and 2012;
 - Statements of Operations for the six months ended June 30, 2014 and 2013 and the years ended December 31, 2013 and 2012;
 - Statement of Changes in Shareholders' (Deficit) for the six months ended June 30, 2014 and 2013 and years ended December 31, 2013 and 2012;
 - Statements of Cash Flows for the six months ended June 30, 2014 and 2013 years ended December 31, 2013 and 2012; and
 - Notes to Financial Statements.

2. Unaudited Pro Forma Combined Financial Statements as at June 30, 2014 and for the year ended December 31, 2013:
 - Pro Forma Combined Balance Sheet as at June 30, 2014;
 - Pro Forma Combined Statement of Operations for the year ended December 31, 2013;
 - Pro Forma Combined Statement of Operations for the six months ended June 30, 2014; and
 - Notes to Unaudited Pro Forma Financial Statements.

Exhibits

The following exhibits are incorporated by reference herein.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Share Exchange Agreement dated as of August 11, 2014 by and among Global System Designs, Inc, bBooth (USA), Inc. (formerly bBooth, Inc.) and the shareholders of bBooth (USA), Inc. (formerly bBooth, Inc.)
3.1**	Articles of Incorporation
3.2**	Bylaws
3.3*	Certificate of Change
3.4*	Articles of Merger
10.1*	2014 Stock Option Plan
10.2*	Employment Agreement – Aaron Meyerson
14.1*	Code of Ethics and Business Conduct
16.1*	Letter from Messineo & Co., CPAs, LLC
21.1*	Subsidiaries bBooth (USA), Inc. (Nevada) Global System Designs Inc. (Canada)
99.1*	Audited and Interim Financial Statements as at and for the years ended December 31, 2013 and 2012 and for the six months periods ended June 30, 2014 and 2013.
99.2*	Pro Forma Combined Financial Statements as at June 30, 2014 and for the year ended December 31, 2013.
*	Filed herewith
**	Previously filed as exhibits to the Company's registration statement on Form S-1, on April 8, 2013, File Number 333-187782 and incorporated herein.
***	Designates management contracts and compensation plans.
****	This Exhibit has been filed separately with the Secretary of the Securities and Exchange Commission without the redaction pursuant to a Confidential Treatment Request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended. Certain Confidential Information contained in this Exhibit was omitted by means of redacting a portion of the text and replacing it with an asterisk.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this current report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 22, 2014

bBOOTH, INC.

By: /s/ Rory J. Cutaia

Name: Rory J. Cutaia

Title: Chairman and Chief Executive Officer

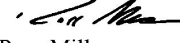


ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov



090301

**Certificate of Change Pursuant
 to NRS 78.209**

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20140703285-42
	Filing Date and Time 10/06/2014 12:00 PM
	Entity Number E0609422012-3

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Change filed Pursuant to NRS 78.209
 For Nevada Profit Corporations**

1. Name of corporation:
 BBOOTH, INC.

2. The board of directors have adopted a resolution pursuant to NRS 78.209 and have obtained any required approval of the stockholders.

3. The current number of authorized shares and the par value, if any, of each class or series, if any, of shares before the change:
 100,000,000 shares of common stock at \$0.0001 par value and 15,000,000 shares of preferred stock at \$0.0001 par value

4. The number of authorized shares and the par value, if any, of each class or series, if any, of shares after the change:
 200,000,000 shares of common stock at \$0.0001 par value and 15,000,000 shares of preferred stock at \$0.0001 par value

5. The number of shares of each affected class or series, if any, to be issued after the change in exchange for each issued share of the same class or series:

The Corporation will issue 2 shares of common stock for every one share of common stock issued and outstanding after the effective date of the forward stock split.

6. The provisions, if any, for the issuance of fractional shares, or for the payment of money or the issuance of scrip to stockholders otherwise entitled to a fraction of a share and the percentage of outstanding shares affected thereby:

No fractional shares will be issued. Fractional shares will be rounded up to the next nearest whole number.

7. Effective date and time of filing: (optional) Date: _____ Time: _____

8. Signature: (required) _____ (must not be later than 90 days after the certificate is filed)

X 
 Signature of Officer

October 2, 2014
 Title

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Split
 Revised: 8-31-11



140103



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140703283-20
	Filing Date and Time 10/06/2014 12:00 PM
	Entity Number E0609422012-3

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 1

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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

GLOBAL SYSTEM DESIGNS, INC.

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

BBOOTH, INC. (Entity Number E0505192014-1)

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

GLOBAL SYSTEM DESIGNS, INC.

Name of surviving entity

Nevada

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.



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(b) The plan was approved by the required consent of the owners of *:

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 3
Revised: 8-31-11



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Articles of Merger
(PURSUANT TO NRS 92A.200)
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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable

This form must be accompanied by appropriate fees.

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Revised: 8-31-11



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 (PURSUANT TO NRS 92A.200)
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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article 1 of the Articles of Incorporation of GLOBAL SYSTEM DESIGNS, INC., a surviving corporation, is hereby amended to change the name of GLOBAL SYSTEM DESIGNS, INC. to BBOOTH, INC.

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: Time:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

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 Revised: 8-31-11



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Articles of Merger
 (PURSUANT TO NRS 92A.200)
 Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

GLOBAL SYSTEM DESIGNS, INC.

Name of merging entity

X [Signature] Director Title Date 10/2/14

BBOOTH INC.

Name of merging entity

X [Signature] President Title Date 10/2/14

Name of merging entity

X _____ Title Date

Name of merging entity

X _____ Title Date

and,

GLOBAL SYSTEM DESIGNS, INC.

Name of surviving entity

X [Signature] Director Title Date 10/2/14

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT dated as of October 2, 2014.

BETWEEN:

GLOBAL SYSTEM DESIGNS, INC., a Nevada corporation, having its office at 24123 Peachland Blvd., C-4 #106, Port Charlotte, FL 33954

("Global System")

AND:

bBOOTH, INC., a Nevada corporation, having its office at 3250 Oakland Hills Court, Fairfield, CA 94534

("bBooth")

WHEREAS:

- A. bBooth is a wholly-owned subsidiary of Global System;
- B. The boards of directors of Global System and bBooth deem it advisable and in the best interests of their respective companies and shareholders that bBooth be merged with and into Global System, with Global System remaining as the surviving corporation under the name "bBooth, Inc.";
- C. The board of directors of bBooth has adopted and approved the plan of merger embodied in this Agreement; and
- D. The board of directors of Global System has adopted and approved the plan of merger embodied in this Agreement.

THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto do hereby agree to merge on the terms and conditions herein provided, as follows:

1. THE MERGER

1.1 The Merger

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), bBooth shall be merged with and into Global System in accordance with the applicable laws of the State of Nevada (the "Merger"). The separate existence of bBooth shall cease, and Global System shall be the surviving corporation under the name "bBooth, Inc." (the "Surviving Corporation") and shall be governed by the laws of the State of Nevada.

1.2 Effective Date

The Merger shall become effective on the date and at the time (the "Effective Date") that:

- (a) the Articles of Merger, in substantially the form annexed hereto as Appendix A, that the parties hereto intend to deliver to the Secretary of State of the State of Nevada, are accepted and declared effective by the Secretary of State of the State of Nevada; and
- (b) after satisfaction of the requirements of the laws of the State of Nevada.

1.3 Articles of Incorporation

On the Effective Date, the Articles of Incorporation of Global System, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation except that Article 1 of the Articles of Incorporation of Global System, as the Surviving Corporation, shall be amended to state that the name of the corporation is "bBooth, Inc."

1.4 Bylaws

On the Effective Date, the Bylaws of Global System, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Corporation.

1.5 Directors and Officers

The directors and officers of Global System immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2. CONVERSION OF SHARES

2.1 Common Stock of Global System

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock of Global System, par value of \$0.001 per share, issued and outstanding immediately prior to the Effective Date shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value of \$0.001 per share (the "Survivor Stock").

2.2 Common Stock of bBooth

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of bBooth, par value of \$0.001 per share, issued and outstanding immediately prior to the Effective Date shall be cancelled.

2.3 Exchange of Certificates

Each person who becomes entitled to receive any Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation a certificate or certificates representing the number of Survivor Stock to which such person is entitled as provided herein.

3. EFFECT OF THE MERGER

3.1 Rights, Privileges, etc.

On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Global System and bBooth; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Global System and bBooth on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed, title to any real estate, or any interest therein vested in Global System or bBooth, shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of Global System and bBooth shall be preserved unimpaired, and all liens upon the property of Global System or bBooth shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 FURTHER ASSURANCES

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

4. GENERAL

4.1 Abandonment

Notwithstanding any approval of the Merger or this Agreement by the shareholders of Global System or bBooth or both, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by mutual written agreement of Global System and bBooth.

4.2 Amendment

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the boards of directors of both Global System and bBooth.

4.3 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

4.4 Counterparts

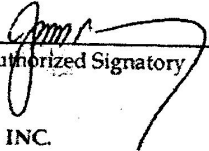
In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.5 Electronic Means

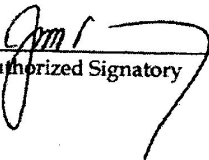
Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date set forth above.

GLOBAL SYSTEM DESIGNS, INC.

Per:  _____
Authorized Signatory

bBOOTH, INC.

Per:  _____
Authorized Signatory

APPENDIX A
To the Agreement and Plan of Merger between
Global System and bBooth

Articles of Merger



140103



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
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Articles of Merger
(Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

GLOBAL SYSTEM DESIGNS, INC.

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

BBOOTH, INC. (Entity Number E0505192014-1)

Name of merging entity

Nevada

Jurisdiction

Corporation

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

GLOBAL SYSTEM DESIGNS, INC.

Name of surviving entity

Nevada

Jurisdiction

Corporation

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or,

Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.



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Articles of Merger
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(b) The plan was approved by the required consent of the owners of *:

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees.



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Articles of Merger
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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or,

Name of **surviving** entity, if applicable

This form must be accompanied by appropriate fees.



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Articles of Merger
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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

Article 1 of the Articles of Incorporation of GLOBAL SYSTEM DESIGNS, INC., a surviving corporation, is hereby amended to change the name of GLOBAL SYSTEM DESIGNS, INC. to BBOOTH, INC.

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

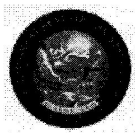
or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: Time:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



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Articles of Merger
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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

GLOBAL SYSTEM DESIGNS, INC.

Name of merging entity

X _____ Director _____
 Signature Title Date

BBOOTH INC.

Name of merging entity

X _____ President _____
 Signature Title Date

Name of merging entity

X _____ _____
 Signature Title Date

Name of merging entity

X _____ _____
 Signature Title Date

and,

GLOBAL SYSTEM DESIGNS, INC.

Name of surviving entity

X _____ Director _____
 Signature Title Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

bBOOTH, INC.

2014 STOCK OPTION PLAN

This 2014 Stock Option Plan (the "Plan") provides for the grant of options to acquire shares of common stock, U.S.\$0.0001 par value (the "Common Stock"), of bBooth, Inc., a Nevada company (the "Company"). For the purposes of Eligible Employees (as defined below) who are subject to tax in the United States, stock options granted under this Plan that qualify under Section 422 of the United States Internal Revenue Code of 1986, as amended (the "Code"), are referred to in this Plan as "Incentive Stock Options". Incentive Stock Options and stock options that do not qualify under Section 422 of the Code ("Non-Qualified Stock Options") and stock options granted to non-United States residents under this Plan are referred to collectively as "Options".

1. PURPOSE

1.1 The purpose of this Plan is to retain the services of valued key employees and consultants of the Company and such other persons as the Plan Administrator shall select in accordance with Section 3 below, and to encourage such persons to acquire a greater proprietary interest in the Company, thereby strengthening their incentive to achieve the objectives of the shareholders of the Company, and to serve as an aid and inducement in the hiring of new employees and to provide an equity incentive to consultants and other persons selected by the Plan Administrator.

1.2 This Plan shall at all times be subject to all legal requirements relating to the administration of stock option plans, if any, under applicable United States federal and state securities laws, the Code, the rules of any applicable stock exchange or stock quotation system, and the rules of any foreign jurisdiction applicable to Options granted to residents therein (collectively, the "Applicable Laws").

2. ADMINISTRATION

2.1 This Plan shall be administered initially by the Board of Directors of the Company (the "Board"), except that the Board may, in its discretion, establish a committee composed of two (2) or more members of the Board to administer the Plan, which committee (the "Committee") may be an executive, compensation or other committee, including a separate committee especially created for this purpose. The Board or, if applicable, the Committee is referred to herein as the "Plan Administrator".

2.2 If and so long as the Common Stock is registered under Section 12(b) or 12(g) of the United States *Securities Exchange Act* of 1934, as amended (the "Exchange Act"), the Board shall consider in selecting the Plan Administrator and the membership of any Committee, with respect to any persons subject or likely to become subject to Section 16 of the Exchange Act, the provisions regarding (a) "outside directors" as contemplated by Section 162(m) of the Code, and (b) "Non-Employee Directors" as contemplated by Rule 16b-3 under the Exchange Act.

2.3 The Committee shall have the powers and authority vested in the Board hereunder (including the power and authority to interpret any provision of the Plan or of any Option). The members of any such Committee shall serve at the pleasure of the Board. A majority of the members of the Committee shall constitute a quorum, and all actions of the Committee shall be taken by a majority of the members present. Any action may be taken by a written instrument signed by all of the members of the Committee and any action so taken shall be fully effective as if it had been taken at a meeting.

2.4 The Board may at any time amend, suspend or terminate the Plan, subject to such shareholder approval as may be required by Applicable Laws, including the rules of an applicable stock exchange or other national market system, provided that:

- (a) no Options may be granted during any suspension of the Plan or after termination of the Plan; and
- (b) any amendment, suspension or termination of the Plan will not affect Options already granted, and such Options will remain in full force and effect as if the Plan had not been amended, suspended or terminated, unless mutually agreed otherwise between the Optionee (as defined below) and the Plan Administrator, which agreement will have to be in writing and signed by the Optionee and the Company.

2.5 Subject to the provisions of this Plan, and with a view to effecting its purpose, the Plan Administrator shall have sole authority, in its absolute discretion, to:

- (a) construe and interpret this Plan;
- (b) define the terms used in the Plan;
- (c) prescribe, amend and rescind the rules and regulations relating to this Plan;
- (d) correct any defect, supply any omission or reconcile any inconsistency in this Plan;
- (e) grant Options under this Plan;
- (f) determine the individuals to whom Options shall be granted under this Plan and whether the Option is an Incentive Stock Option or a Non-Qualified Stock Option, or otherwise;
- (g) determine the time or times at which Options shall be granted under this Plan;
- (h) determine the number of shares of Common Stock subject to each Option, the exercise price of each Option, the duration of each Option and the times at which each Option shall become exercisable;
- (i) determine all other terms and conditions of the Options; and
- (j) make all other determinations and interpretations necessary and advisable for the administration of the Plan.

2.6 All decisions, determinations and interpretations made by the Plan Administrator shall be binding and conclusive on all participants in the Plan and on their legal representatives, heirs and beneficiaries, subject to any contrary determination by the Board.

3. ELIGIBILITY

3.1 Incentive Stock Options may be granted to any individual who, at the time the Option is granted, is an employee of the Company or any Related Company (as defined below) ("Eligible Employees") subject to tax in the United States.

3.2 Non-Qualified Stock Options may be granted to Eligible Employees, Consultants, and to such other persons who are not Eligible Employees as the Plan Administrator shall select, subject to any Applicable Laws.

3.3 Options may be granted in substitution for outstanding options of another company in connection with the merger, consolidation, acquisition of property or stock or other reorganization between such other company and the Company or any subsidiary of the Company. Options also may be granted in exchange for outstanding Options.

3.4 Any person to whom an Option is granted under this Plan is referred to as an "Optionee". Any person who is the owner of an Option is referred to as a "Holder".

3.5 As used in this Plan, the term "Related Company" shall mean any company (other than the Company) that is a "Parent Company" of the Company or "Subsidiary Company" of the Company, as those terms are defined in Sections 424(e) and 424(f), respectively, of the Code (or any successor provisions) and the regulations thereunder (as amended from time to time).

4. STOCK

4.1 The Plan Administrator is authorized to grant Options to acquire up to a total of [] shares of the Company's authorized but unissued, or reacquired, Common Stock. The number of shares with respect to which Options may be granted hereunder is subject to adjustment as set forth in Section 5.1(m) hereof. In the event that any outstanding Option expires or is terminated for any reason, the shares of Common Stock allocable to the unexercised portion of such Option may again be subject to an Option granted to the same Optionee or to a different person eligible under Section 3 of this Plan; provided however, that any cancelled Options will be counted against the maximum number of shares with respect to which Options may be granted to any particular person as set forth in Section 3 hereof.

5. TERMS AND CONDITIONS OF OPTIONS

5.1 Each Option granted under this Plan shall be evidenced by a written agreement approved by the Plan Administrator (the "Agreement"). Agreements may contain such provisions, not inconsistent with this Plan, as the Plan Administrator in its discretion may deem advisable. All Options also shall comply with the following requirements:

(a) Number of Shares and Type of Option

Each Agreement shall state the number of shares of Common Stock to which it pertains and, for Optionees subject to tax in the United States, whether the Option is intended to be an Incentive Stock Option or a Non-Qualified Stock Option, *provided that*:

- (i) in the absence of action to the contrary by the Plan Administrator in connection with the grant of an Option, all Options shall be Non-Qualified Stock Options;
 - (ii) the aggregate fair market value (determined at the Date of Grant, as defined below) of the stock with respect to which Incentive Stock Options are exercisable for the first time by an Optionee subject to tax in the United States during any calendar year (granted under this Plan and all other Incentive Stock Option plans of the Company, a Related Company or a predecessor company) shall not exceed U.S.\$100,000, or such other limit as may be prescribed by the Code as it may be amended from time to time (the "Annual Limit"); and
-

(iii) any portion of an Option which exceeds the Annual Limit shall not be void but rather shall be a Non-Qualified Stock Option.

(b) Date of Grant

Each Agreement shall state the date the Plan Administrator has deemed to be the effective date of the Option for purposes of this Plan (the "Date of Grant").

(c) Option Price

Each Agreement shall state the price per share of Common Stock at which it is exercisable. The Plan Administrator shall act in good faith to establish the exercise price in accordance with Applicable Laws; *provided that*:

- (i) the per share exercise price for an Incentive Stock Option or any Option granted to a "covered employee" as such term is defined for purposes of Section 162(m) of the Code ("Covered Employee") shall not be less than the fair market value per share of the Common Stock at the Date of Grant as determined by the Plan Administrator in good faith;
- (ii) with respect to Incentive Stock Options granted to greater-than-ten percent (>10%) shareholders of the Company (as determined with reference to Section 424(d) of the Code), the exercise price per share shall not be less than one hundred ten percent (110%) of the fair market value per share of the Common Stock at the Date of Grant as determined by the Plan Administrator in good faith;
- (iii) Options granted in substitution for outstanding options of another company in connection with the merger, consolidation, acquisition of property or stock or other reorganization involving such other company and the Company or any subsidiary of the Company may be granted with an exercise price equal to the exercise price for the substituted option of the other company, subject to any adjustment consistent with the terms of the transaction pursuant to which the substitution is to occur; and
- (iv) with respect to Non-Qualified Stock Options, the exercise price per share shall be determined by the Plan Administrator at the time the Option is granted.

(d) Duration of Options

At the time of the grant of the Option, the Plan Administrator shall designate, subject to paragraph 5.1(g) below, the expiration date of the Option, which date shall not be later than ten (10) years from the Date of Grant; *provided*, that the expiration date of any Incentive Stock Option granted to a greater-than-ten percent (>10%) shareholder of the Company (as determined with reference to Section 424(d) of the Code) shall not be later than five (5) years from the Date of Grant. In the absence of action to the contrary by the Plan Administrator in connection with the grant of a particular Option, and except in the case of Incentive Stock Options as described above, all Options granted under this Plan shall expire five (5) years from the Date of Grant.

(e) Vesting Schedule

No Option shall be exercisable until it has vested. The vesting schedule for each Option shall be specified by the Plan Administrator at the time of grant of the Option prior to the provision of services with respect to which such Option is granted; *provided* that if no vesting schedule is specified at the time of grant, the Option shall vest as follows:

- (i) on the first anniversary of the Date of Grant, the Option shall vest and shall become exercisable with respect to 25% of the Common Stock to which it pertains;
- (ii) on the second anniversary of the Date of Grant, the Option shall vest and shall become exercisable with respect to an additional 25% of the Common Stock to which it pertains;
- (iii) on the third anniversary of the Date of Grant, the Option shall vest and shall become exercisable with respect to an additional 25% of the Common Stock to which it pertains; and
- (iv) on the fourth anniversary of the Date of Grant, the Option shall vest and shall become exercisable with respect to balance of the Common Stock to which it pertains.

The Plan Administrator may specify a vesting schedule for all or any portion of an Option based on the achievement of performance objectives established in advance of the commencement by the Optionee of services related to the achievement of the performance objectives. Performance objectives shall be expressed in terms of one or more of the following: return on equity, return on assets, share price, market share, sales, earnings per share, costs, net earnings, net worth, inventories, cash and cash equivalents, gross margin or the Company's performance relative to its internal business plan, or such other terms as determined and directed by the Board. Performance objectives may be in respect of the performance of the Company as a whole (whether on a consolidated or unconsolidated basis), a Related Company, or a subdivision, operating unit, product or product line of either of the foregoing. Performance objectives may be absolute or relative and may be expressed in terms of a progression or a range. An Option that is exercisable (in full or in part) upon the achievement of one or more performance objectives may be exercised only following written notice to the Optionee and the Company by the Plan Administrator that the performance objective has been achieved.

(f) Acceleration of Vesting

The vesting of one or more outstanding Options may be accelerated by the Plan Administrator at such times and in such amounts as it shall determine in its sole discretion. The vesting of Options also shall be accelerated under the circumstances described in Section 5.1(m) below.

(g) Term of Option

- (i) Options that have vested as specified by the Plan Administrator or in accordance with this Plan, shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:
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- A. the expiration of the Option, as designated by the Plan Administrator in accordance with Section 5.1(d) above;
 - B. the date of an Optionee's termination of employment or contractual relationship with the Company or any Related Company for cause (as determined in the sole discretion of the Plan Administrator);
 - C. the expiration of three (3) months from the date of an Optionee's termination of employment or contractual relationship with the Company or any Related Company for any reason whatsoever other than cause, death or Disability (as defined below); or
 - D. the expiration of one year (1) from termination of an Optionee's employment or contractual relationship by reason of death or Disability (as defined below).
- (ii) Upon the death of an Optionee, any vested Options held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution of the Optionee's domicile at the time of death and only until such Options terminate as provided above.
 - (iii) For purposes of the Plan, unless otherwise defined in the Agreement, "Disability" shall mean medically determinable physical or mental impairment which has lasted or can be expected to last for a continuous period of not less than six (6) months or that can be expected to result in death. The Plan Administrator shall determine whether an Optionee has incurred a Disability on the basis of medical evidence acceptable to the Plan Administrator. Upon making a determination of Disability, the Plan Administrator shall, for purposes of the Plan, determine the date of an Optionee's termination of employment or contractual relationship.
 - (iv) Unless accelerated in accordance with Section 5.1(f) above, unvested Options shall terminate immediately upon the Optionee resigning from or the Company terminating the Optionee's employment or contractual relationship with the Company or any Related Company for any reason whatsoever, including death or Disability.
 - (v) For purposes of this Plan, transfer of employment between or among the Company and/or any Related Company shall not be deemed to constitute a termination of employment with the Company or any Related Company. For purposes of this subsection, employment shall be deemed to continue while the Optionee is on military leave, sick leave or other *bona fide* leave of absence (as determined by the Plan Administrator). The foregoing notwithstanding, employment shall not be deemed to continue beyond the first ninety (90) days of such leave, unless the Optionee's re-employment rights are guaranteed by statute or by contract.
- (h) Exercise of Options
 - (i) Options shall be exercisable, in full or in part, at any time after vesting, until termination. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. No portion of any Option for less than fifty (50) shares (as adjusted pursuant to Section 5.1(m) below) may be exercised; *provided*, that if the vested portion of any Option is less than fifty (50) shares, it may be exercised with respect to all shares for which it is vested. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one (1) share, it is unexercisable.
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(ii) Options or portions thereof may be exercised by giving written notice to the Company, which notice shall specify the number of shares to be purchased, and be accompanied by payment in the amount of the aggregate exercise price for the Common Stock so purchased, which payment shall be in the form specified in Section 5.1(i) below. The Company shall not be obligated to issue, transfer or deliver a certificate of Common Stock to the Holder of any Option, until provision has been made by the Holder, to the satisfaction of the Company, for the payment of the aggregate exercise price for all shares for which the Option shall have been exercised and for satisfaction of any tax withholding obligations associated with such exercise.

(iii) During the lifetime of an Optionee, Options are exercisable only by the Optionee or in the case of a Non-Qualified Stock Option, transferee who takes title to such Option in the manner permitted by subsection 5.1(k) hereof.

(i) Payment upon Exercise of Option

Upon the exercise of any Option, the aggregate exercise price shall be paid to the Company in cash or by certified or cashier's check. In addition, if pre-approved in writing by the Plan Administrator who may arbitrarily withhold consent, the Holder may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

(i) by delivering to the Company shares of Common Stock previously held by such Holder, or by the Company withholding shares of Common Stock otherwise deliverable pursuant to exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Plan Administrator) equal to the aggregate exercise price to be paid by the Optionee upon such exercise; or

(ii) by complying with any other payment mechanism approved by the Plan Administrator at the time of exercise.

(j) No Rights as a Shareholder

A Holder shall have no rights as a shareholder with respect to any shares covered by an Option until such Holder becomes a record holder of such shares, irrespective of whether such Holder has given notice of exercise. Subject to the provisions of Section 5.1(m) hereof, no rights shall accrue to a Holder and no adjustments shall be made on account of dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights declared on, or created in, the Common Stock for which the record date is prior to the date the Holder becomes a record holder of the shares of Common Stock covered by the Option, irrespective of whether such Holder has given notice of exercise.

(k) Transfer of Option

- (i) Options granted under this Plan and the rights and privileges conferred by this Plan may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will or by applicable laws of descent and distribution or pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided however* that, subject to applicable laws:
 - A. for Incentive Stock Options, any Agreement may provide or be amended to provide that an Option to which it relates is transferable without payment of consideration to immediate family members of the Optionee or to trusts or partnerships or limited liability companies established exclusively for the benefit of the Optionee and the Optionee's immediate family members; or
 - B. for Non-Qualified Stock Options, the Optionee's heirs or administrators may exercise any portion of the outstanding Options within one year of the Optionee's death.
- (ii) Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by this Plan contrary to the provisions hereof, or upon the sale, levy or any attachment or similar process upon the rights and privileges conferred by this Plan, such Option shall thereupon terminate and become null and void.

(l) Securities Regulation and Tax Withholding

- (i) Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such shares shall comply with all Applicable Laws. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any Options or shares under this Plan, or the unavailability of an exemption from registration for the issuance and sale of any shares under this Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such Options or shares.
 - (ii) As a condition to the exercise of an Option, the Plan Administrator may require the Holder to represent and warrant in writing at the time of such exercise that the shares are being purchased only for investment and without any then-present intention to sell or distribute such shares. At the option of the Plan Administrator, a stop-transfer order against such shares may be placed on the stock books and records of the Company, and a legend indicating that the stock may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, may be stamped on the certificates representing such shares in order to assure an exemption from registration. The Plan Administrator also may require such other documentation as may from time to time be necessary to comply with federal or state securities laws. **THE COMPANY HAS NO OBLIGATION TO UNDERTAKE REGISTRATION OF OPTIONS OR THE SHARES OF STOCK ISSUABLE UPON THE EXERCISE OF OPTIONS.**
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- (iii) The Holder shall pay to the Company by wire transfer, certified or cashier's check, promptly upon exercise of an Option or, if later, the date that the amount of such obligations becomes determinable, all applicable federal, state, local and foreign withholding taxes that the Plan Administrator, in its discretion, determines to result upon exercise of an Option or from a transfer or other disposition of shares of Common Stock acquired upon exercise of an Option or otherwise related to an Option or shares of Common Stock acquired in connection with an Option. Upon approval of the Plan Administrator, a Holder may satisfy such obligation by complying with one or more of the following alternatives selected by the Plan Administrator:
 - A. by delivering to the Company shares of Common Stock previously held by such Holder or by the Company withholding shares of Common Stock otherwise deliverable pursuant to the exercise of the Option, which shares of Common Stock received or withheld shall have a fair market value at the date of exercise (as determined by the Plan Administrator) equal to any withholding tax obligations arising as a result of such exercise, transfer or other disposition; or
 - B. by complying with any other payment mechanism approved by the Plan Administrator from time to time.
 - (iv) The issuance, transfer or delivery of certificates of Common Stock pursuant to the exercise of Options may be delayed, at the discretion of the Plan Administrator, until the Plan Administrator is satisfied that the applicable requirements of the federal and state securities laws and the withholding provisions under Applicable Laws have been met and that the Holder has paid or otherwise satisfied any withholding tax obligation as described in paragraph 5.1(l)(iii) above.
 - (m) Stock Dividend or Reorganization
 - (i) If: (1) the Company shall at any time be involved in a transaction described in Section 424(a) of the Code (or any successor provision) or any "corporate transaction" described in the regulations thereunder; (2) the Company shall declare a dividend payable in, or shall subdivide, reclassify, reorganize, or combine, its Common Stock; or (3) any other event with substantially the same effect shall occur, the Plan Administrator shall, subject to applicable law, with respect to each outstanding Option, proportionately adjust the number of shares of Common Stock subject to such Option and/or the exercise price per share so as to preserve the rights of the Holder substantially proportionate to the rights of the Holder prior to such event, and to the extent that such action shall include an increase or decrease in the number of shares of Common Stock subject to outstanding Options, the number of shares available under Section 4 of this Plan and the exercise price for such Options shall automatically be increased or decreased, as the case may be, proportionately, without further action on the part of the Plan Administrator, the Company, the Company's shareholders, or any Holder, so as to preserve the proportional rights of the Holder.
 - (ii) In the event that the presently authorized capital stock of the Company is changed into the same number of shares with a different par value, or without par value, the stock resulting from any such change shall be deemed to be Common Stock within the meaning of the Plan, and each Option shall apply to the same number of shares of such new stock as it applied to old shares immediately prior to such change.
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- (iii) If the Company shall at any time declare an extraordinary dividend with respect to the Common Stock, whether payable in cash or other property, the Plan Administrator may, subject to applicable law, in the exercise of its sole discretion and with respect to each outstanding Option, proportionately adjust the number of shares of Common Stock subject to such Option and/or adjust the exercise price per share so as to preserve the rights of the Holder substantially proportionate to the rights of the Holder prior to such event, and to the extent that such action shall include an increase or decrease in the number of shares of Common Stock subject to outstanding Options, the number of shares available under Section 4 of this Plan shall automatically be increased or decreased, as the case may be, proportionately, without further action on the part of the Plan Administrator, the Company, the Company's shareholders, or any Holder.
- (iv) The foregoing adjustments in the shares subject to Options shall be made by the Plan Administrator, or by any successor administrator of this Plan, or by the applicable terms of any assumption or substitution document.
- (v) The grant of an Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, consolidate or dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

6. EFFECTIVE DATE; SHAREHOLDER APPROVAL

6.1 Incentive Stock Options may be granted by the Plan Administrator from time to time on or after the date on which this Plan is adopted (the "Effective Date") through the day immediately preceding the tenth (10th) anniversary of the Effective Date.

6.2 Non-Qualified Stock Options may be granted by the Plan Administrator on or after the Effective Date and until this Plan is terminated by the Board in its sole discretion.

6.3 Termination of this Plan shall not terminate any Option granted prior to such termination.

6.4 The approval of Disinterested Shareholders will be obtained for any reduction in the exercise price of Options if the Optionee is an Insider of the Company at the time of the proposed amendment. The terms "Disinterested Shareholder" and "Insider" shall have the meanings as defined for those terms in the Applicable Laws.

6.5 Any Options granted by the Plan Administrator prior to the approval of this Plan by the shareholders of the Company shall be granted subject to ratification of this Plan by the shareholders of the Company within twelve (12) months before or after the Effective Date. If such shareholder ratification is sought and not obtained, all Options granted prior thereto and thereafter shall be considered Non-Qualified Stock Options and any Options granted to Covered Employees will not be eligible for the exclusion set forth in Section 162(m) of the Code with respect to the deductibility by the Company of certain compensation. In addition, any such Options will remain unvested unless and until shareholder approval is obtained.

7. NO OBLIGATIONS TO EXERCISE OPTION

7.1 The grant of an Option shall impose no obligation upon the Optionee to exercise such Option.

8. NO RIGHT TO OPTIONS OR TO EMPLOYMENT

8.1 Whether or not any Options are to be granted under this Plan shall be exclusively within the discretion of the Plan Administrator, and nothing contained in this Plan shall be construed as giving any person any right to participate under this Plan.

8.2 The grant of an Option shall in no way constitute any form of agreement or understanding binding on the Company or any Related Company, express or implied, that the Company or any Related Company will employ or contract with an Optionee for any length of time, nor shall it interfere in any way with the Company's or, where applicable, a Related Company's right to terminate Optionee's employment at any time, which right is hereby reserved.

9. APPLICATION OF FUNDS

9.1 The proceeds received by the Company from the sale of Common Stock issued upon the exercise of Options shall be used for general corporate purposes, unless otherwise directed by the Board.

10. INDEMNIFICATION OF PLAN ADMINISTRATOR

10.1 In addition to all other rights of indemnification they may have as members of the Board, members of the Plan Administrator shall be indemnified by the Company for all reasonable expenses and liabilities of any type or nature, including attorneys' fees, incurred in connection with any action, suit or proceeding to which they or any of them are a party by reason of, or in connection with, this Plan or any Option granted under this Plan, and against all amounts paid by them in settlement thereof (provided that such settlement is approved by independent legal counsel selected by the Company), except to the extent that such expenses relate to matters for which it is adjudged that such Plan Administrator member is liable for willful misconduct; provided, that within fifteen (15) days after the institution of any such action, suit or proceeding, the Plan Administrator member involved therein shall, in writing, notify the Company of such action, suit or proceeding, so that the Company may have the opportunity to make appropriate arrangements to prosecute or defend the same.

11. AMENDMENT OF PLAN

11.1 The Plan Administrator may, subject to Applicable Laws, at any time, modify, amend or terminate this Plan or modify or amend Options granted under this Plan, including, without limitation, such modifications or amendments as are necessary to maintain compliance with applicable statutes, rules or regulations; *provided however that:*

- (a) no amendment with respect to an outstanding Option which has the effect of reducing the benefits afforded to the Holder thereof shall be made over the objection of such Holder;
 - (b) the events triggering acceleration of vesting of outstanding Options may be modified, expanded or eliminated without the consent of Holders;
 - (c) the Plan Administrator may condition the effectiveness of any such amendment on the receipt of shareholder approval at such time and in such manner as the Plan Administrator may consider necessary for the Company to comply with or to avail the Company and/or the Optionees of the benefits of any securities, tax, market listing or other administrative or regulatory requirement; and
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- (d) the Plan Administrator may not increase the number of shares available for issuance on the exercise of Incentive Stock Options without shareholder approval.

11.2 Without limiting the generality of Section 11.1 hereof, the Plan Administrator may modify grants to persons who are eligible to receive Options under this Plan who are foreign nationals or employed outside the United States to recognize differences in local law, tax policy or custom.

Effective Date: October 16, 2014

bBooth, Inc.

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into between bBooth, Inc., a Nevada corporation (the "Company"), and AARON MEYERSON ("Executive"), and shall be effective as of August 4, 2014 (the "Effective Date"). This Agreement replaces any and all previous employment agreements, including but not limited to, the Executive Employment Agreement (effective date March 11, 2013) made between Executive and Company.

1. RECITALS

1.1 The Company desires to employ the Executive, and the Executive desires to be so employed by the Company, on the terms and subject to the conditions set forth in this Agreement.

1.2 As an executive officer of the Company, Executive shall have access to valuable confidential and proprietary information used in the business of the Company, including financial data, customer data, operational data, trade secrets and other intellectual property that if disclosed to or used by competitors or potential competitors would cause irreparable harm to the Company, and as a result, Executive and the Company desire to provide the Company with adequate protection from the unauthorized disclosure or use of the Company's confidential and proprietary information.

NOW, THEREFORE, in consideration of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the Company and Executive agree as follows:

2. DEFINITIONS

Certain defined terms not otherwise defined herein shall have the following meanings:

2.1 Affiliate: "Affiliate" means, with respect to any party, any corporation, limited liability company, partnership, joint venture, firm and/or other entity which Controls, is Controlled by or is under common Control with such party.

2.2 Board of Directors: "Board of Directors" shall mean the board of directors of the Company.

2.3 Business: "Business" means (i) the development, production, distribution and exploitation of multi-media, multi-platform entertainment projects, including the project currently known as "The Audition" and all derivative, subsidiary and ancillary rights related thereto; (ii) the furtherance of international and ancillary sales in connection therewith; (iii) the development, manufacture, maintenance and distribution in shopping malls and other venues (in the United States and internationally) of professional-quality recording booths known as "bBooths" to be used for any purpose including (a) in connection with "The Audition", other projects, and derivatives and extensions thereof (e.g. a mobile booth); and (b) in connection with non-bBooth projects through a licensing arrangement or otherwise; (iv) the development and management of The Audition and bBooth and YouTube official websites and other websites and multi-media platforms in connection with the bBooth projects; (v) the development of music publishing and artist rights management arrangements and (vi) business activities related or incidental thereto and any lawful activity that is in furtherance of such purposes; (collectively the "Projects").

2.4 Termination for Cause: **Termination for Cause** means (i) conviction of Executive of any felony, (ii) conviction of Executive of any lesser crime involving misappropriation of the property of the Company, (iii) material and willful breach by Executive of the terms or covenants of this Agreement, unless such breach is cured within 30 days of receipt of written notice from the CEO specifying the alleged breach, or (iv) Executive's willful failure to substantially perform his duties hereunder within 30 days after written notice of such failure has been provided to Executive by the CEO.

2.5 Termination without Cause: **Termination without Cause** shall mean the Company's termination of Executive's employment hereunder for any reason other than a Termination for Cause as defined in this Agreement.

2.6 Termination for Good Reason: **Termination for Good Reason** means any of the following without Executive's prior written consent: (i) any material breach by the Company of the terms or covenants of this Agreement, (ii) any material reduction in Executive's title, salary, position, function or reporting relationship, (iii) any requirement by the Company the Executive regularly work out of an office location that is more than 35 miles from the current location, or (iv) the acquisition of the Company or a substantial portion of its assets by any third party or any other transaction or event (including by way of a sale of assets or equity interests, merger, reorganization or other event) which results in change of control of the Company or its business (in any case a "**Change of Control**").

2.7 CEO: "**CEO**" means Rory J. Cutaia, as Chief Executive Officer and Chairman of the Board of Directors.

2.8 Compensation Committee: "**Compensation Committee**" shall mean a committee of the Board of Directors that have been delegated responsibility for employee compensation matters or, in the absence thereof, the entire Board of Directors.

2.9 Confidential and Proprietary Information: "**Confidential and Proprietary Information**" means all proprietary trade secrets and/or proprietary information and any information, concept or idea in whatever form, tangible or intangible, pertaining in any manner to the Business or the business of any Affiliate of the Company, or to the Company's (or any of the Company's Affiliates') customers, clients, consultants, or business associates, *unless* the information is or becomes publicly known through lawful means (other than disclosure by Executive, unless such disclosure by Executive is made with the express written consent of the CEO or the Board of Directors).

2.10 Control: "**Control**" means (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or participating assets entitled to vote for the election of directors; and (ii) in the case of non-corporate entities (such as limited liability companies, partnerships or limited partnerships), either (A) direct or indirect ownership of at least fifty percent (50%) of the equity interest, or (B) the power to direct the management and policies of the non-corporate entity.

2.11 Covered Entity: "**Covered Entity**" means every Affiliate of Executive, and every business, association, trust, corporation, partnership, limited liability company, proprietorship or other entity in which Executive has invested in (whether through debt or equity securities), or has contributed any capital or made any advances to, or in which any Affiliate of Executive has an ownership interest or profit sharing percentage, or a firm from which Executive or any Affiliate of Executive receives or is entitled to receive income, compensation or consulting fees in which Executive or any Affiliate of Executive has an interest as a lender (other than solely as a trade creditor for the sale of goods or provision of services that do not otherwise violate the provisions of this Agreement). The agreements of Executive contained herein specifically apply to each entity which is presently a Covered Entity or which becomes a Covered Entity subsequent to the date of this Agreement. Notwithstanding anything contained in the foregoing provisions to the contrary, the term "Covered Entity" shall not include the Company, any subsidiary of the Company, or any Affiliate of the Company or any such subsidiary.

2.12 Territory: "**Territory**" means each and every state, county, city or other political subdivision or geographic location in the United States. Territory shall also be expanded to include any country outside the United States in which Company conducts business after the Effective Date.

3. CAPACITIES AND DUTIES; INDEMNIFICATION

3.1 Positions: Executive is hereby employed in the capacity of President of the Company. Executive shall report to the CEO. Executive shall have the same status, privileges and responsibilities normally inherent in such capacity in corporations of similar size and character. Executive will at all times abide by the Company's written personnel policies applicable to similarly situated employees of the Company as in effect from time to time, and will faithfully and to the best of Executive's ability, experience and talents perform all of the duties that may be required of and from Executive pursuant to the terms hereof, consistent with Executive's position. Executive shall perform services to the Company principally at the Company's Los Angeles based headquarters, although travel to bBooth field locations from time to time is anticipated. Notwithstanding the foregoing, Executive may be employed as President of bTV (the Company's TV division), instead of President of the Company, as determined by the CEO, at the same compensation, and such change in title and position shall not be deemed a "Termination" under this Agreement.

3.2 Services: During the Term, Executive agrees to devote Executive's best efforts and full business time to rendering services to the Company; provided, however, that Executive shall be permitted to serve on the board of directors of various for-profit and non-profit organizations, from time to time, provided (i) such organizations do not compete with the Business in the Territory and (ii) the time expended by Executive in rendering service to such organizations does not, in the aggregate, in the sole determination of the CEO impair Executive's performance of his duties under this Agreement.

3.3 Board Membership: For so long as Executive remains President of the Company, Executive shall be entitled to serve on the Board of Directors.

3.4 Proprietary Information and Inventions Assignment: Executive acknowledges and agrees that any and all Confidential and Proprietary Information including all technology and other intellectual property either developed by Executive or such other person or persons while employed or retained by the Company during the Term hereof, shall be the sole and exclusive property of the Company and Executive waives any and all rights and claims thereto, if any.

3.5 Indemnification: The Company shall, to the maximum extent permitted by law, indemnify and hold harmless Executive for any loss, injury, damage, expense (including reasonable attorneys' fees and costs), claim or demand, arising out of, connected with, or in any manner related to, any act, omission or decision made in good faith while performing services for the Company. The Company's indemnification includes the obligation of the Company to advance expenses incurred by Executive in defending any action or proceeding in advance of their disposition, subject to the Executive agreeing to repay any amounts advanced if it is ultimately determined that the Executive was not entitled to be indemnified. The rights under this section are not exclusive of any other right Executive may be entitled to under law or any insurance policy. Executive shall be covered by the Company's D&O insurance policy.

4. EMPLOYMENT, TERM, CONFIDENTIAL INFORMATION AND NON-SOLICITATION

4.1 Term: Executive's employment hereunder shall be deemed "at will" and may be terminated by either party upon 30 days prior written notice as provided for herein.

4.2 Confidential and Proprietary Information: Executive agrees that he will not, either directly or indirectly, and Executive will not permit any Covered Entity which is Controlled by Executive to, either directly or indirectly, divulge to any person or entity or use any of the Confidential and Proprietary Information, except (i) as required in connection with the performance of such Executive's duties to the Company, (ii) as required to be included in any report, statement or testimony requested by any municipal, state or national regulatory body having jurisdiction over Executive or any Covered Entity which is Controlled by Executive, (iii) as required in response to any summons or subpoena or in connection with any litigation, (iv) to the extent necessary in order to comply with any law, order, regulation, ruling or governmental request applicable to Executive or any Covered Entity which is Controlled by Executive, (v) as required in connection with an audit by any taxing authority, or (vi) is made with the express written consent of the CEO or the Board of Managers. In the event that Executive or any such Covered Entity which is Controlled by Executive is required to disclose Confidential and Proprietary Information pursuant to the foregoing exceptions, Executive shall promptly notify the Company of such pending disclosure and assist the Company (at the Company's expense) in seeking a protective order or in objecting to such request, summons or subpoena with regard to the Confidential and Proprietary Information. If the Company does not obtain such relief after a period that is reasonable under the circumstances, Executive (or such Covered Entity) may disclose that portion of the Confidential and Proprietary Information that such party is advised by counsel that it is legally compelled to disclose or else stand liable for contempt or suffer censure or penalty. In such cases, Executive shall promptly provide the Company with a copy of the Confidential and Proprietary Information so disclosed. Executive further agrees to execute the Company's standard proprietary information and inventions assignment agreement; a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

4.3 Non-Solicitation: During the Term and for a period of twelve (12) months thereafter, Executive will not, either directly or indirectly and will not permit any Covered Entity which is Controlled by Executive to, either directly or indirectly, hire, solicit for hire, take away, interfere with, or attempt to hire, solicit for hire, take away or interfere with (either on such Executive's behalf or on behalf of any other person or entity) any person who is then an employee of the Company or any Affiliate of the Company.

4.4 Enforcement; Remedies: Executive agrees and acknowledges that the Company has a valid and legitimate business interest in protecting the Business in the Territory from any activity prohibited by Section 4.2 or 4.3 of this Agreement. Executive acknowledges that Executive's expertise in the Business is of a special and unique character which gives this expertise a particular value, and that a breach of Section 4.2 or 4.3 of this Agreement by Executive will cause serious and potentially irreparable harm to the Company. Executive therefore acknowledges that a breach of Section 4.2 or 4.3 of this Agreement by Executive may not be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Company from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, Executive acknowledges that the Company is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement without any requirement to post bond. Executive acknowledges, however, that no specification in this Agreement of a particular legal or equitable remedy may be construed as a waiver of or prohibition against pursuing other legal or equitable remedies in the event of a breach of this Agreement by Executive.

5. COMPENSATION AND BENEFITS

For Executive's services, the Company agrees to pay Executive compensation as follows:

5.1 Salary: Executive shall be paid base compensation equal to a yearly salary of \$225,000 to be paid according to the Company's general payroll practices as same may exist from time to time. Executive's base compensation will be subject to annual reviews and increases as approved by the CEO and Board of Director, sin their sole discretion.

5.2 Bonuses: Executive shall be eligible to receive: (i) an annual bonus in an amount up to \$225,000 based upon the attainment of performance targets for the Executive, established each year by Executive and the CEO and approved by the Board of Directors, in their discretion; and (ii) an additional bonus, in an amount up to \$225,000 from an employee bonus pool to be established by the Company based upon the attainment of EBITDA targets and other performance and budget objectives set by senior management each year and approved by the CEO and the Board of Directors.

In addition to the incentive based bonuses above, the Executive will be paid the following guaranteed bonus:

- (a) upon signing this Agreement, \$25,000, receipt of which is hereby acknowledged by Executive;
- (b) upon the effective date of the Company becoming publicly traded company through the reverse take-over transaction currently contemplated (the "RTO"), \$25,000;
- (c) subject to available free cash flow, as determined by the CEO in good faith. the following additional sums:
 - (i) \$50,000 on or before December 31, 2014, and \$50,000 each quarter thereafter until the total sum of \$277,460 in guaranteed bonus has been paid.

However, if the Executive's employment with the Company is involuntarily terminated for any reason (Termination For Cause, Termination without Cause, Termination For Good Reason, or in the event of Death or Disability), then the entire unpaid guaranteed bonus shall be paid upon termination.

5.3 Common Equity Interest: In connection with the RTO transaction currently contemplated, Executive shall receive the issuance of equity in the Company equivalent to that set forth in THE MEYERSON EQUITY AGREEMENT, DATED March 11, 2013 (the "MEA"), a copy of which is attached hereto as EXHIBIT 'A', and upon such issuance the MEA (including the addendum) shall be deemed null and void.

5.4 Reimbursement of Expenses: The Company shall reimburse Executive for any reasonable business expenses incurred by Executive in the ordinary course of the Company's business in accordance with the Company's reimbursement policies then in effect. These expenses shall be substantiated by invoices and receipts, to be submitted by Executive within the calendar month in which they are incurred.

5.5 Benefits: During the Term, Executive shall be entitled to receive all benefits of employment generally available to the Company's other executive employees to the extent Executive is eligible for them, except to the extent that such participation in any benefits plan would, in the opinion of the CEO and the Board of Directors, alter the intended tax treatment of such plan. Except as so provided in the immediately preceding sentence, nothing contained herein shall require the Company to offer or continue to provide any particular benefit.

5.6 Vacation: Executive shall be entitled to four weeks of paid vacation during each one year period during the Term to be taken at such times as the Business allows as determined in consultation with the CEO.

5.7 Withholding: Executive authorizes the Company to make any and all applicable withholdings of federal and state taxes and other items the Company may be required to deduct, as such items may exist under this Agreement or otherwise from time to time.

5.8 On-Screen Credits: Executive shall be entitled to receive on-screen producer and/or executive producer credits for Projects commensurate with those received by other senior executives in the Company, and appropriate, as determined by the CEO, for Executive's participation, contribution and role in such Projects. The CEO has determined that Executive may receive an on-screen Executive Producer credit for the project entitled 'The Audition, subject to approval by any buyer of distributor of the show. The failure of Executive to receive such credit shall not be deemed a breach of this Agreement.

6. TERMINATION

6.1 Termination For Cause: Executive's employment under this Agreement may be terminated by the Company without further obligation by the Company, except for payment of any base salary compensation and expense reimbursement accrued and unpaid to the effective date of termination and except as otherwise required by law, upon written notice to Executive of a Termination For Cause. Such notification from the Company shall include such facts as shall be reasonably necessary to apprise Executive of the basis for such Termination For Cause and for Executive to exercise Executive's right to cure under Section 2.4, if applicable. Executive shall remain subject to any pooling, lock-up, shareholders and confidentiality agreements in place at the time of termination.

6.2 Termination Without Cause: Executive's employment under this Agreement may be terminated by the Company upon written notice to Executive of a Termination Without Cause, per Section 2.5. Upon termination pursuant to this Section, Executive shall be entitled to the following benefits (the "**Without Cause Severance Package**"): Executive shall receive (i) 3 months pay at Executive's then current salary and (ii) reimbursement for COBRA health insurance costs for 6 months. The Without Cause Severance Package shall be payable to Executive in accordance with the Company's general payroll practices as the same may exist from time to time following a Discharge Without Cause. All equity granted pursuant to the Meyerson Equity Agreement (Exhibit A) shall immediately vest (and the forfeiture provision shall terminate) upon a Termination Without Cause. Executive shall remain subject to any pooling, lock-up, shareholders and confidentiality agreements in place at the time of termination.

6.3 Termination For Good Reason: Executive's employment under this Agreement may be terminated by Executive upon written notice to the Company of a Termination For Good Reason. Upon termination pursuant to this Section 2.6, Executive shall be entitled to the following benefits (the "**Good Reason Severance Package**"): Executive shall receive (i) 3 months pay at Executive's then current salary and (ii) reimbursement for COBRA health insurance costs for 6 months. The Good reason Severance Package shall be payable to Executive in accordance with the Company's general payroll practices as the same may exist from time to time following a Termination for Good Reason. All equity granted pursuant to the Meyerson Equity Agreement (Exhibit A) shall immediately vest (and the forfeiture provision shall terminate) upon a Termination for Good Reason. Executive shall remain subject to any pooling, lock-up, shareholders and confidentiality agreements in place at the time of termination.

6.4 Termination Upon Permanent Disability: Executive's employment under this Agreement may be immediately terminated by the Company upon written notice to Executive of a termination for the Permanent Disability of Executive. Upon termination pursuant to this Section 6.4, the Executive shall be entitled to receive (i) 3 months pay at Executives then current salary level, and (ii) 6 months reimbursement for COBRA health insurance costs ("**Permanent Disability Severance Package**"). The Permanent Disability Severance Package shall also include, in addition to the foregoing, all amounts of base salary compensation and expense reimbursement accrued and unpaid to the effective date of termination. Payments made pursuant to the Permanent Disability Severance Package shall be reduced by the amount of any disability benefits paid during and for the same period to Executive under any disability insurance policy provided by the Company as a benefit to Executive. The Permanent Disability Severance Package shall be payable to Executive in accordance with the Company's general payroll practices as the same may exist from time to time following a termination of Executive pursuant to this Section 6.4. Executive shall remain subject to any pooling, lock-up, shareholdings and confidentiality agreements in place at the time of termination.

7. SUCCESSORS AND ASSIGNS

This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive, the Company and their respective heirs, successors and assigns, except that Executive shall not have any right to assign or otherwise transfer this Agreement or any of Executive's rights, duties or any other interest herein (except in connection with any assignment of rights to receive consideration hereunder by or to Executive's estate made upon the death of Executive) to any party without the prior written consent of the Company, and any such purported assignment shall be null and void. Notwithstanding the foregoing, the Company may without obtaining the consent of Executive, assign any or all of its rights and obligations under this Agreement to any of its Affiliates or to its lenders as collateral security. To the extent that the Company assigns its rights and obligations hereunder, the Company shall not be relieved of its obligations hereunder in respect of any such assignment.

8. SURVIVAL OF RIGHTS AND OBLIGATIONS

The rights and obligations of the parties as stated herein shall survive the termination of this Agreement.

9. ENTIRE AGREEMENT

9.1 Sole Agreement: This Agreement (including any attachments and exhibits hereto) contains the parties' sole and entire agreement regarding the subject matter hereof, and supersedes any and all other agreements, understandings, statements and representations of the parties, including, but not limited to, any employment agreement or other agreement regarding Executive's compensation or terms of employment entered into prior to the Effective Date.

9.2 No Other Representations: The parties acknowledge and agree that, except for those representations specifically referenced herein, no party has made any representations (a) concerning the subject matter hereof, or (b) inducing the other party to execute and deliver this Agreement. The parties have relied on their own judgment in entering into this Agreement.

10. AMENDMENTS; WAIVERS

This Agreement may only be amended in a writing signed by both the Company and the Executive. The waiver of either party hereto of any right hereunder or of any failure to perform or breach by the other party hereto shall not be deemed a waiver of any other right hereunder or of any other failure or breach by the other party hereto, whether of the same or a similar nature or otherwise. No waiver shall be deemed to have occurred unless set forth in writing executed by or on behalf of the waiving party.

11. GOVERNING LAW

This Agreement shall be governed pursuant to the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

12. SEVERABILITY

In the event that any provision or term of this Agreement, or any word, phrase, clause, sentence or other portion thereof (including, without limitation, the geographic and temporal restrictions and provisions contained in this Agreement) is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

13. INTERPRETATION; SECTION HEADINGS

The section and subsection headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

14. NOTICES

All notices and other communications under or in connection with this Agreement shall be in writing and shall be deemed given (i) if delivered personally, upon delivery, (ii) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three (3) days after being mailed, (iii) if given by overnight courier with receipt acknowledgment requested, the next business day following the date sent, or (iv) if given by facsimile or telecopy, upon confirmation of transmission by facsimile or telecopy, provided such notice or other communication is also given by some other means permitted by this Section 13.0, in each case to the parties at the following addresses or such addresses as may be provided from time to time by the Parties:

To the Company: bBooth, Inc.
Email: rory@bbooth.com
Facsimile: 646-349-1623
Office Address: 1157 N. Highland
 Avenue
 Los Angeles, CA
 90038

 ATTN: CEO

To Executive: Aaron
 Meyerson
 1741 Coldwater Canyon Drive
 Beverly Hills CA 90210

with a copy to: _____

15. JOINT PREPARATION

All parties to this Agreement have negotiated it at length, and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any party, but rather shall be interpreted according to the rules generally governing the interpretation of contracts.

16. THIRD-PARTY BENEFICIARIES

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, corporation or entity not a party hereto, and no such other person, firm, organization, corporation or entity shall have any right or cause of action hereunder.

17. ARBITRATION

Any controversy, claim or dispute involving the parties (or their affiliated persons or entities) directly or indirectly concerning this Agreement, or the subject matter hereof, shall be finally settled by arbitration by the JAMS Comprehensive Arbitration Rules and Procedures, and the arbitration shall be conducted in Los Angeles, California. The arbitration shall be conducted before a single neutral arbitrator with at least ten (10) years of experience who shall be mutually agreed upon by the parties to the dispute or, if the parties are unable to agree upon the choice of the arbitrator, then the arbitrator shall be selected by JAMS in accordance with the foregoing rules. The arbitrator shall apply California law in the resolution of all controversies, claims and disputes and shall have the right and authority to determine how his or her decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final and conclusive on the parties to this Agreement and their respective Affiliates, and there shall be no appeal therefrom other than from gross negligence or willful misconduct. Notwithstanding the foregoing, claims regarding worker's compensation and unemployment compensation benefits shall not be subject to arbitration under this Agreement

- (a) The parties hereto agree that any action to compel arbitration pursuant to this Agreement may be brought in any appropriate state court in California, and in connection with such action to compel, the laws of California shall control. Application may also be made to such court for confirmation of any decision or award of the arbitrator, for an order of the enforcement and for any other remedies which may be necessary to effectuate such decision or award. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such court and waive any objection to the jurisdiction of such arbitrator and court.
- (b) Notwithstanding the foregoing, the Company shall be entitled to seek injunctive relief, in any court of competent jurisdiction to enforce this Agreement and this Section 17.0 shall not limit the right of the Company to seek judicial relief pursuant to Section 4.9 of this Agreement without prior arbitration.
- (c) The Company shall pay the costs and fees of the arbitration, with each party bearing their own attorney costs. If Executive prevails in the claim, Executive is entitled to recover attorney's fees and costs as an element of the award.

18. COOPERATION AND FURTHER ACTIONS

The parties agree to perform any and all acts and to execute and deliver any and all documents necessary or convenient to carry out the terms of this Agreement. In addition, Executive agrees to execute the pooling agreement, lock-up agreement, shareholders agreement and any other agreement deemed necessary by the CEO and /or the Board of Directors in order to effectuate the public offering through RTO or otherwise of its securities, provided the CEO and other similarly situated executives execute the same or equivalent agreements and the Executive's failure to do so will be deemed a material breach of this Agreement.

19. ATTORNEY'S FEES

In the event of any dispute related to or based upon this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, including facsimile and electronically transmitted counterparts, each of which shall be deemed an original and all of which shall be considered one and the same instrument.

21. INTERNAL REVENUE CODE SECTION 409A

The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the code, and the Department of Treasury Regulations and other interpretive guidance issued thereunder ("**Section 409A**"), including, without limitation, any such regulations or other guidance that may be issued after the Effective Date. Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including, but not limited to, consequences related to Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company, in its sole discretion, determines that any amounts payable hereunder would otherwise be taxable to Executive under Section 409A, the Company may adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company determines in its sole discretion are necessary or appropriate to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes under such Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement as of the Effective Date.

bBooth, Inc.
a Nevada Corporation

By: /s/ Rory J. Cutaia
Name: RORY J. CUTAIA
Title: CEO

Executive

/s/ Aaron Meyerson
AARON MEYERSON

[SIGNATURE PAGE TO EXECUTIVE EMPLOYMENT AGREEMENT]

EXHIBIT A
THE MEYERSON EQUITY AGREEMENT DATED

MEYERSON EQUITY AGREEMENT

Cutaia Media Group, LLC ("CMG" or the "Company"), Rory J. Cutaia, ("Cutaia"), and Aaron Meyerson ("Executive"), (referred to collectively as the "parties") hereby agree as follows:

1. Position: As of the date of this Agreement, Executive shall serve as President of CMG, and serve on the Board of Managers, in accordance with and pursuant to the Operating Agreement of the Company, as same may be amended from time to time (the "Operating Agreement"), reporting to the CEO;
 2. Equity Interest: Executive shall be granted 20% of the issued and outstanding equity of CMG, so that the equity holdings as of the effective date of this Agreement (the "effective date") are as follows: Cutaia = 80% and Executive = 20%.
 3. Additional Issuances of Equity:
 - (a) the issuance of equity to the following, if, as and when same occurs, shall only be dilutive to the interest held by Cutaia: (i) Kim Watson – not to exceed 2% of the issued and outstanding equity as of the effective date; (ii) Leigh Collier – not to exceed 2% of the issued and outstanding equity as of the effective date; and (iii) Employee Option Pool – not to exceed 10% of the issued and outstanding equity as of the effective date, [(i), (ii), and (iii) hereinafter referred to collectively as the "Cutaia Dilutive Events"]; and
 - (b) the issuance of equity in the Series A investor round - not to exceed 30% of the issued and outstanding equity as of the effective date, shall only be dilutive to Cutaia.
 - (c) Executive acknowledges and agrees that at such time as the issuance of equity to investors in the Series A investor round (a) exceeds 30% of the issued and outstanding equity as of the effective date; or (b) the Series A round has been closed; whichever occurs first, then any additional issuances of equity, (except from a Cutaia Dilutive Event) shall cause Executives interest to be diluted on a pro rata basis with Cutaia and all other equity holders.
 - (d) For the purposes of the calculations set forth in (a), (b), and (c) above, equity shall be defined to include convertible debt issued by CMG and treated as if converted on a fully diluted basis.
 4. Executive shall be issued the same security held by Cutaia, contemplated to be units of Class B Membership Units in the Company (as such term is defined in the Operating Agreement) subject to the provisions of the Operating Agreement, to which Executive shall become a party by executing a joinder agreement thereto.
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5. This Agreement supercedes all other agreements between the parties and may only be amended, supplemented or modified by a writing executed by the parties.

DATED: March 11, 2013

CUTAIA MEDIA GROUP, LLC

EXECUTIVE

/s/ Rory J. Cutaia

/s/ Aaron Meyerson

By: Rory J. Cutaia, CEO

Aaron Meyerson

BBOOTH, INC.
(formerly Global System Designs, Inc.)
(the "Corporation")

CODE OF ETHICS AND BUSINESS CONDUCT
FOR DIRECTORS, SENIOR OFFICERS AND EMPLOYEES OF THE CORPORATION
(the "Code")

This Code applies to the Chief Executive Officer, President, Chief Financial Officer, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, Controller, any Presidents of business units/divisions, any Vice-Presidents, any Executive Vice-Presidents, and persons performing similar functions (collectively, the "Senior Officers") along with all directors and employees within the Corporation and its subsidiaries (the Senior Officers, directors and employees are hereinafter collectively referred to as the "Employees"). This Code covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all Employees of the Corporation. All Employees should conduct themselves accordingly and seek to avoid the appearance of improper behaviour in any way relating to the Corporation.

Any Employee who has any questions about the Code should consult with the Chief Executive Officer, the President, the Corporation's board of directors (the "Board") or the Corporation's audit committee (the "Audit Committee").

The Corporation has adopted the Code for the purpose of promoting:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- full, fair, accurate, timely and understandable disclosure in all reports and documents that the Corporation files with, or submits to, the Securities and Exchange Commission ("SEC") and in other public communications made by the Corporation;
- compliance with applicable governmental laws, rules and regulations;
- the protection of Corporation assets, including corporate opportunities and confidential information;
- fair dealing practices;
- the prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

All Employees are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below.

HONEST AND ETHICAL CONDUCT

The Corporation's policy is to promote high standards of integrity by conducting its affairs honestly and ethically.

Each Employee must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the Corporation's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job.

A conflict of interest occurs when an individual's private interest (or the interest of a member of his or her family) interferes, or even appears to interfere, with the interests of the Corporation as a whole. A conflict of interest can arise when an Employee (or a member of his or her family) takes actions or has interests that may make it difficult to perform his or her work for the Corporation objectively and effectively. Conflicts of interest also arise when an Employee (or a member of his or her family) receives improper personal benefits as a result of his or her position in the Corporation.

Loans by the Corporation to, or guarantees by the Corporation of obligations of, Employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Corporation to, or guarantees by the Corporation of obligations of, any Senior Officer or their family members are expressly prohibited.

Specifically, each Employee must:

1. act with integrity, including being honest and candid while still maintaining the confidentiality of information when required or consistent with the Corporation's policies;
 2. avoid violations of the Code, including actual or apparent conflicts of interest with the Corporation in personal and professional relationships;
 3. disclose to the Board or the Audit Committee any material transaction or relationship that could reasonably be expected to give rise to a breach of the Code, including actual or apparent conflicts of interest with the Corporation;
 4. obtain approval from the Board or Audit Committee before making any decisions or taking any action that could reasonably be expected to involve a conflict of interest or the appearance of a conflict of interest;
 5. observe both the form and spirit of laws and governmental rules and regulations, accounting standards and Corporation policies;
 6. maintain a high standard of accuracy and completeness in the Corporation's financial records;
 7. ensure full, fair, timely, accurate and understandable disclosure in the Corporation's periodic reports;
 8. report any violations of the Code to the Board or Audit Committee;
 9. proactively promote ethical behaviour among peers in his or her work environment; and
 10. maintain the skills appropriate and necessary for the performance of his or her duties.
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DISCLOSURE OF CORPORATION INFORMATION

As a result of the Corporation's status as a public company, it is required to file periodic and other reports with the SEC. The Corporation takes its public disclosure responsibility seriously to ensure that these reports furnish the marketplace with full, fair, accurate, timely and understandable disclosure regarding the financial and business condition of the Corporation. All disclosures contained in reports and documents filed with or submitted to the SEC, or other government agencies, on behalf of the Corporation or contained in other public communications made by the Corporation must be complete and correct in all material respects and understandable to the intended recipient.

The Senior Officers, in relation to his or her area of responsibility, must be committed to providing timely, consistent and accurate information, in compliance with all legal and regulatory requirements. It is imperative that this disclosure be accomplished consistently during both good times and bad and that all parties in the marketplace have equal or similar access to this information.

All of the Corporation's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect the Corporation's transactions, and must conform both to applicable legal requirements and to the Corporation's system of internal controls. Unrecorded or "off the book" funds, assets or liabilities should not be maintained unless permitted by applicable law or regulation. Senior Officers involved in the preparation of the Corporation's financial statements must prepare those statements in accordance with generally accepted accounting principles, consistently applied, and any other applicable accounting standards and rules so that the financial statements materially, fairly and completely reflect the business transactions and financial statements and related condition of the Corporation. Further, it is important that financial statements and related disclosures be free of material errors.

Specifically, each Senior Officer must:

1. be familiar and comply with the disclosure requirements generally applicable to the Corporation and the Corporation's disclosure controls and procedures and its internal control over financial reporting;
2. take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Corporation provide full, fair, accurate, timely and understandable disclosure;
3. not knowingly misrepresent, or cause others to misrepresent, facts about the Corporation to others, including the Corporation's independent auditors, governmental regulators, self-regulating organizations and other governmental officials;
4. to the extent that he or she participates in the creation of the Corporation's books and records, promote the accuracy, fairness and timeliness of those records; and
5. in relation to his or her area of responsibility, properly review and critically analyse proposed disclosure for accuracy and completeness.

PROTECTION AND PROPER USE OF COMPANY ASSETS

All Employees should protect the Corporation's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Corporation's profitability and are prohibited.

All Corporation assets should be used only for legitimate business purposes. Any suspected incident of fraud or theft should be reported for investigation immediately. The obligation to protect Corporation assets includes the Corporation's proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records and any non-public financial data or reports. Unauthorized use or distribution of this information is prohibited and could also be illegal and result in civil or criminal penalties.

All Employees owe a duty to the Corporation to advance its interests when the opportunity arises. Employees are prohibited from taking for themselves personally (or for the benefit of friends or family members) opportunities that are discovered through the use of Corporation assets, property, information or position. Employees may not use Corporation assets, property, information or position for personal gain (including gain of friends or family members). In addition, no director, officer or employee may compete with the Corporation.

CONFIDENTIAL INFORMATION

Employees must maintain the confidentiality of confidential information entrusted to them by the Corporation of its customers, suppliers, joint venture partners, or others with whom the Corporation is considering a business or other transaction except when disclosure is authorized by an executive officer or required or mandated by laws or regulations. Confidential information includes all non-public information that might be useful or helpful to competitors or harmful to the Corporation or its customers or suppliers, if disclosed. It also includes information that suppliers, customers and other parties have entrusted to the Corporation. The obligation to preserve confidential information continues even after employment ends.

Records containing personal data about employees or private information about customers and their employees are confidential. They are to be carefully safeguarded, kept current, relevant and accurate. They should be disclosed only to authorized personnel or as required by law.

All inquiries regarding the Corporation from non-employees, such as financial analysts and journalists, should be directed to the Board or the Audit Committee. The Corporation's policy is to cooperate with every reasonable request of government investigators for information. At the same time, the Corporation is entitled to all the safeguards provided by law for the benefit of persons under investigation or accused of wrongdoing, including legal representation. If a representative of any government or government agency seeks an interview or requests access to data or documents for the purposes of an investigation, the Employee should refer the representative to the Board or the Audit Committee. Employees also should preserve all materials, including documents and e-mails that might relate to any pending or reasonably possible investigation.

COMPLIANCE WITH LAWS

The Employees must respect, obey and comply with all applicable foreign, federal, state and local laws, rules and regulations applicable to the business and operations of the Corporation.

Employees who have access to, or knowledge of, material nonpublic information from or about the Corporation are prohibited from buying, selling or otherwise trading in the Corporation's stock or other securities. "Material nonpublic" information includes any information, positive or negative, that has not yet been made available or disclosed to the public and that might be of significance to an investor, as part of the total mix of information, in deciding whether to buy or sell stock or other securities.

Employees also are prohibited from giving "tips" on material nonpublic information, that is directly or indirectly disclosing such information to any other person, including family members, other relatives and friends, so that they may trade in the Corporation's stock or other securities.

Furthermore, if, during the course of an Employee's service with the Corporation, he or she acquires material nonpublic information about another company, such as one of our customers or suppliers, or you learn that the Corporation is planning a major transaction with another company (such as an acquisition), the Employee is restricted from trading in the securities of the other company.

REPORTING ACTUAL AND POTENTIAL VIOLATIONS OF THE CODE AND ACCOUNTABILITY FOR COMPLIANCE WITH THE CODE

The Corporation, through the Board or the Audit Committee, is responsible for applying this Code to specific situations in which questions may arise and has the authority to interpret this Code in any particular situation. This Code is not intended to provide a comprehensive guideline for Senior Officers in relation to their business activities with the Corporation. Any Employee may seek clarification on the application of this Code from the Board or the Audit Committee.

Each Employee must:

1. notify the Corporation of any existing or potential violation of this Code, and failure to do so is itself a breach of the Code; and
2. not retaliate, directly or indirectly, or encourage others to do so, against any Employee for reports, made in good faith, of any misconduct or violations of the Code solely because that Employee raised a legitimate ethical issue.

The Board or the Audit Committee will take all action it considers appropriate to investigate any breach of the Code reported to it. All Employees are required to cooperate fully with any such investigations and to provide truthful and accurate information. If the Board or the Audit Committee determines that a breach has occurred, it will take or authorize disciplinary or preventative action as it deems appropriate, after consultation with the Corporation's counsel if warranted, up to and including termination of employment. Where appropriate, the Corporation will not limit itself to disciplinary action but may pursue legal action against the offending Employee involved. In some cases, the Corporation may have a legal or ethical obligation to call violations to the attention of appropriate enforcement authorities.

Compliance with the Code may be monitored by audits performed by the Board, Audit Committee, the Corporation's counsel and/or by the Corporation's outside auditors. All Employees are required to cooperate fully with any such audits and to provide truthful and accurate information.

Any waiver of this Code for any Employee may be made only by the Board or the Audit Committee and will be promptly disclosed to stockholders and others, as required by applicable law. The Corporation must disclose changes to and waivers of the Code in accordance with applicable law.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

To be signed and returned to the Chief Financial Officer.

I, _____, acknowledge that I have received and read a copy of the bBooth, Inc.'s Code of Ethics and Business Conduct. I understand the contents of the Code and I agree to comply with the policies and procedures set out in the Code.

I understand that I should approach the Chief Financial Officer if I have any questions about the Code generally or any questions about reporting a suspected conflict of interest or other violation of the Code.

[NAME]

[PRINTED NAME]

[DATE]



EXHIBIT 16.1

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

October 22, 2014

We have read the statements included in the Form 8-K, dated October 16, 2014, of bBooth, Inc., previously known as Global Systems Design, Inc., to be filed with the Securities and Exchange Commission and are in agreement with the statements contained in Item 4.01 insofar as they relate to our firm.

We have no basis to either agree or disagree with other statements of the registrant contained in the Form 8-K

Very truly yours,

Messineo & Co CPAs LLC

Messineo & Co., CPAs, LLC
Clearwater, Florida



CERTIFIED PUBLIC ACCOUNTANTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

**To the Board of Directors
bBooth, Inc**

We have audited the accompanying balance sheets of bBooth, Inc (the "Company") as of December 31, 2013 and 2012, and the related statements of operations, stockholders' deficit and cash flows for the periods then ended and for the period from December 12, 2012 (Inception) through December 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company was not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the periods then ended and for the period from December 12, 2012 (Inception) through December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has had no revenues and income since inception. These conditions, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans concerning these matters are also described in Note 1, which includes the raising of additional equity financing or merger with another entity. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/Anton & Chia, LLP

Newport Beach, CA
September 19, 2014

bBooth, Inc.
BALANCE SHEETS

	June 30, 2014	December 31, 2013	December 31, 2012
	(unaudited)		
ASSETS			
Current assets:			
Cash	\$ 1,000,265	\$ 124,224	\$ -
Prepaid expenses and other current assets	30,137	13,027	-
Total current assets	1,030,402	137,251	-
Deposit for booth equipment	199,428	-	-
Property and equipment, net	65,988	27,697	-
Debt issuance costs, net	242,343	-	-
Total assets	<u>\$ 1,538,161</u>	<u>\$ 164,948</u>	<u>\$ -</u>
LIABILITIES AND SHAREHOLDERS' DEFICIT			
Current liabilities:			
Accounts payable and accrued expenses	\$ 170,438	\$ 185,983	\$ 13,826
Advances - related party	-	74,938	81,307
Total current liabilities	170,438	260,921	95,133
Convertible notes payable	1,612,000	-	-
Total liabilities	<u>1,782,438</u>	<u>260,921</u>	<u>95,133</u>
Commitments and contingencies			
Shareholders' deficit			
Common stock, \$0.001 par value, 75,000,000 shares authorized, 36,000,000, 0 and 0 shares issued and outstanding as of June 30, 2014 (unaudited), December 31, 2013 and 2012, respectively (as restated for forward stock split in July 2014, see Note 6)	36,000	-	-
Additional paid-in capital	5,375,353	-	-
Members' equity	-	4,768,853	188,146
Accumulated deficit	(5,655,630)	(4,864,826)	(283,279)
Total shareholders' deficit	<u>(244,277)</u>	<u>(95,973)</u>	<u>(95,133)</u>
Total liabilities and shareholders' deficit	<u>\$ 1,538,161</u>	<u>\$ 164,948</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements

bBooth, Inc.
STATEMENTS OF OPERATIONS

	For the Six Months Ended		Year	Period
	June 30,	June 30,	Ended	from Inception
	2014	2013	December 31,	(December 12,
	(Unaudited)	(Unaudited)	2013	2012)
			Through	December 31,
				2012
Research and development expense	\$ 44,843	\$ 109,000	\$ 485,429	\$ 217,400
General and administrative expense	728,479	3,366,861	4,096,118	65,879
Loss from operations	(773,322)	(3,475,861)	(4,581,547)	(283,279)
Interest expense	(17,482)	-	-	-
Net loss	<u>\$ (790,804)</u>	<u>\$ (3,475,861)</u>	<u>\$ (4,581,547)</u>	<u>\$ (283,279)</u>

The accompanying notes are an integral part of these financial statements

bBooth, Inc.
STATEMENT OF CHANGES IN SHAREHOLDERS' DEFICIT
For the Period from December 12, 2012 (Inception) to June 30, 2014

	Common Stock		Additional Paid-In Capital	Members' Equity	Accumulated Deficit	Total
	Shares	Amount				
Balance at inception, December 12, 2012	-	\$ -	\$ -	\$ -	\$ -	\$ -
Capital contributions	-	-	-	188,146	-	188,146
Net loss	-	-	-	-	(283,279)	(283,279)
Balance at December 31, 2012	-	\$ -	\$ -	\$ 188,146	\$ (283,279)	\$ (95,133)
Capital contributions	-	-	-	1,383,967	-	1,383,967
Equity interests issued as payment of salary expense	-	-	-	250,000	-	250,000
Share based compensation	-	-	-	2,946,740	-	2,946,740
Net loss	-	-	-	-	(4,581,547)	(4,581,547)
Balance at December 31, 2013	-	\$ -	\$ -	\$ 4,768,853	\$ (4,864,826)	\$ (95,973)
Capital contributions	-	-	-	580,000	-	580,000
Equity interests issued as payment of salary expense	-	-	-	62,500	-	62,500
Recapitalization of Company	36,000,000	36,000	5,375,353	(5,411,353)	-	-
Net loss	-	-	-	-	(790,804)	(790,804)
Balance at June 30, 2014 (unaudited)	<u>36,000,000</u>	<u>\$ 36,000</u>	<u>\$ 5,375,353</u>	<u>\$ -</u>	<u>\$ (5,655,630)</u>	<u>\$ (244,277)</u>

The accompanying notes are an integral part of these financial statements

bBooth, Inc.
STATEMENTS OF CASH FLOWS

	For the Six Months Ended		For the Year	For the Period
	June 30,	June 30,	Ended	From Inception
	2014	2013	December 31,	(December 12,
	(Unaudited)	(Unaudited)	2013	2012)
				Through
				December 31,
				2012
Operating activities:				
Net loss	\$ (790,804)	\$ (3,475,861)	\$ (4,581,547)	\$ (283,279)
Adjustments to reconcile net loss to net cash used in operating activities:				
Depreciation and amortization	4,325	86	1,648	-
Equity interests issued as payment of salary expense	62,500	-	250,000	-
Amortization of debt issuance costs	9,657	-	-	-
Share based compensation	-	2,946,740	2,946,740	-
Effect of changes in operating assets and liabilities:				
Prepaid expenses and other current assets	(17,110)	-	(13,027)	-
Debt issuance costs	(140,000)	-	-	-
Accounts payable and accrued expenses	(15,545)	131,541	172,157	13,826
Net cash used in operating activities	<u>(886,977)</u>	<u>(397,494)</u>	<u>(1,224,029)</u>	<u>(269,453)</u>
Investing activities:				
Purchase of property and equipment	(42,616)	(1,859)	(29,345)	-
Deposit for booth equipment	(199,428)	-	-	-
Net cash used in investing activities	<u>(242,044)</u>	<u>(1,859)</u>	<u>(29,345)</u>	<u>-</u>
Financing activities:				
Proceeds from capital contributions	580,000	474,506	1,383,967	188,146
Proceeds from convertible notes payable	1,500,000	-	-	-
Proceeds from note payable - related party	-	-	-	81,307
Payments of note payable - related party	(74,938)	-	(6,369)	-
Net cash provided by financing activities	<u>2,005,062</u>	<u>474,506</u>	<u>1,377,598</u>	<u>269,453</u>
Net change in cash	876,041	75,153	124,224	-
Cash, beginning of period	124,224	-	-	-
Cash, end of period	<u>\$ 1,000,265</u>	<u>\$ 75,153</u>	<u>\$ 124,224</u>	<u>\$ -</u>
Supplemental disclosures of cash flow information:				
Cash paid for interest expense	\$ -	\$ -	\$ -	\$ -
Cash paid for income taxes	\$ -	\$ -	\$ -	\$ -
Supplemental disclosure of non-cash investing and financing transactions:				
Convertible note payable issued as payment for debt issuance costs	\$ 112,000	\$ -	\$ -	\$ -
Increase in common stock from non-cash recapitalization of Company	\$ 36,000	\$ -	\$ -	\$ -
Increase in additional paid-in capital from non-cash recapitalization of Company	\$ 5,375,353	\$ -	\$ -	\$ -
Decrease in members' equity from non-cash recapitalization of Company	\$ (5,411,353)	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements

bBooth, Inc.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012, AND FOR THE SIX MONTHS ENDED JUNE 30, 2014 AND 2013 (UNAUDITED)

1. DESCRIPTION OF BUSINESS

Organization

Cutaia Media Group, LLC ("CMG") was a limited liability company formed on December 12, 2012 under the laws of the state of Nevada. On May 19, 2014, bBooth, Inc. was incorporated under the laws of the state of Nevada. On May 19, 2014, CMG was merged into bBooth, Inc. pursuant to a Plan of Merger unanimously approved by the members of CMG. The operations of CMG and bBooth, Inc. are collectively referred to as the "Company."

Nature of Business

The Company is engaged in the manufacture and operation of Internet connected, broadcast-quality portable television recording studios, branded and marketed as "bBooth." The bBooth portable television studios have been deployed in shopping malls and other high-traffic venues in the United States.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Going Concern

The Company has incurred operating losses since inception and has negative cash flows from operations. It also has an accumulated deficit of \$5,655,630 (unaudited) as of June 30, 2014. As a result, the Company's continuation as a going concern is dependent on its ability to obtain additional financing until it can generate sufficient cash flows from operations to meet its obligations. Management's plans include the reverse merger into a public entity, Global System Designs, Inc, to have access to equity financing (see Note 5 and 8). Management also intends to look at mergers with, or acquisitions of, other related entities to grow its business and customer base.

These financial statements have been prepared on a going concern basis, which implies the Company will continue to meet its obligations and continue its operations for the next fiscal year. The continuation of the Company as a going concern is dependent upon its ability to obtain necessary debt or equity financing to continue operations until it begins generating positive cash flow.

There is no assurance that the Company will ever be profitable. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. Significant estimates include the value of share based payments. Amounts could materially change in the future.

Cash and Cash Equivalents

The Company considers all highly liquid holdings with maturities of three months or less at the time of purchase to be cash equivalents.

Property and Equipment

Property and equipment are recorded at historical cost and depreciated on a straight-line basis over their estimated useful lives of approximately five years once the individual assets are placed in service.

Deposit for Booth Equipment

Deposit for Booth Equipment represents amounts paid as a down payment on a purchase order for ten booths in June 2014. When the booths are received the deposit will be reclassified to Booth Equipment.

Booth equipment costs are recorded at historical cost and represent costs to acquire the Company's bBooth portable television studios, which will be used by the Company for revenue producing activities. Once the bBooth studios are completed and placed in service, the Company will amortize the amounts over the estimated useful lives of the equipment.

Long-Lived Assets

The Company evaluates long-lived assets for impairment whenever events or changes in circumstances indicate that their net book value may not be recoverable. When such factors and circumstances exist, the Company compares the projected undiscounted future cash flows associated with the related asset or group of assets over their estimated useful lives against their respective carrying amount. Impairment, if any, is based on the excess of the carrying amount over the fair value, based on market value when available, or discounted expected cash flows, of those assets and is recorded in the period in which the determination is made. There was no impairment of assets identified during the year ended December 31, 2013 or 2012 or for the six months ended June 30, 2014.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash. The Company places its cash with high quality banking institutions. The Company did not have cash balances in excess of the Federal Deposit Insurance Corporation ("FDIC") limit as of December 31, 2013 or 2012. The Company had cash balances in excess of the FDIC limit of \$788,441 (unaudited) as of June 30, 2014.

Income Taxes

The Company accounts for income taxes under the asset and liability method. Under this method, deferred tax assets and liabilities are recognized based on the differences between the financial reporting and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. As of December 31, 2013 and 2012, the Company did not have any deferred tax assets or liabilities, as the Company was a limited liability company, and thus the income tax impact of the Company's operations is passed through to the members.

The Company periodically evaluates its tax positions to determine whether it is more likely than not that such positions would be sustained upon examination by a tax authority for all open tax years, as defined by the statute of limitations, based on their technical merits. The Company accrues interest and penalties, if incurred, on unrecognized tax benefits as components of the income tax provision in the accompanying consolidated statements of operations.

As of December 31, 2013 and 2012, and as of June 30, 2014, the Company has not established a liability for uncertain tax positions.

Share Based Payment

The Company issues equity interests as share-based compensation to employees and non-employees.

Stock-based compensation cost is measured at the grant date, based on the estimated fair value of the award, and is recognized as expense over the requisite service period.

Measurement of share-based payment transactions with non-employees is based on the fair value of whichever is more reliably measurable: (a) the goods or services received; or (b) the equity instruments issued. The final fair value of the share-based payment transaction is determined at the performance completion date. For interim periods, the fair value is estimated and the percentage of completion is applied to that estimate to determine the cumulative expense recorded.

The Company values share-based compensation based on the estimated market price on the measurement date. As described above, for employees this is the date of grant, and for non-employees, this is the date of performance completion.

Research and Development Costs

Research and development costs consist of expenditures for the research and development of new products and technology. These costs are primarily expenses to vendors contracted to perform research projects and develop technology for the Company's bBooth studios. Research and development costs are expensed as incurred.

Fair Value of Financial Instruments

The Company's financial instruments include cash and notes payable. The principal balance of notes payable approximates fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

Recent Accounting Pronouncements

In June 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-10, *Development Stage Entities (Topic 915)*. ASU 2014-10 eliminates the distinction of a development stage entity and certain related disclosure requirements, including the elimination of inception-to-date information on the statements of operations, cash flows and stockholders' equity. ASU 2014-10 is effective prospectively for annual reporting periods beginning after December 15, 2014, and interim periods within those annual periods, however early adoption is permitted. The Company has elected to early adopt the provisions of ASU 2014-10 and has removed the related disclosures in the accompanying financial statements and notes.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31, 2013 and 2012 and June 30, 2014 (unaudited).

	<u>June 30,</u> <u>2014</u> <u>(Unaudited)</u>	<u>December 31,</u> <u>2013</u>	<u>December 31,</u> <u>2012</u>
Furniture and fixtures	\$ 42,843	\$ 13,493	\$ -
Office equipment	<u>29,118</u>	<u>15,852</u>	<u>-</u>
	71,961	29,345	-
Less: accumulated depreciation	<u>(5,973)</u>	<u>(1,648)</u>	<u>-</u>
	<u>\$ 65,988</u>	<u>\$ 27,697</u>	<u>\$ -</u>

Depreciation expense amounted to \$1,648 and \$0 for the year ended December 31, 2013 and 2012, respectively. Depreciation expense for the six months ended June 30, 2014 and 2013 amounted to \$4,325 (unaudited) and \$86 (unaudited), respectively.

4. ADVANCES – RELATED PARTY

From time to time the majority shareholder of the Company has advanced funds to the Company for working capital purposes. The outstanding balance advanced amounted to \$74,938 and \$81,307 as of December 31, 2013 and 2012, respectively. The amount was fully repaid in June 2014, with no balance of advances outstanding as of June 30, 2014 (unaudited).

5. ACQUISITION AGREEMENT WITH GLOBAL SYSTEM DESIGN, INC.

On May 7, 2014, the Company executed a Letter of Intent ("LOI") with Global System Design, Inc. ("GSD") (see Note 8), pursuant to which:

- (a) GSD would provide, or arrange for the provision of, a secured bridge loan for the benefit of the Company that would provide net proceeds to the Company of not less than \$1,350,000, to be used for working capital purposes (the "Convertible Notes");
- (b) GSD would undertake a private placement of equity securities of GSD to raise proceeds of not less than \$4,500,000 (the "Financing"); and
- (c) GSD would, directly or indirectly, acquire all of the issued and outstanding securities of the Company in exchange for the issuance of securities of GSD (the "Acquisition"), and, upon the closing of the Acquisition (the "Closing"), GSD would be controlled and managed by the former security holders and management of the Company.

On June 5, 2014, the Company executed an Amendment to the LOI, pursuant to which the parties agreed that upon closing of the Acquisition, all principal and accrued interest outstanding under the Convertible Notes will be converted (the "Conversion") into shares of common stock of the Company (each, a "bBooth Share") at a conversion price of \$1,260 (pre stock split) per bBooth Share (the "Conversion Price") based on 10,000 bBooth Shares (pre stock split) issued and outstanding immediately before the closing of the Acquisition. Each bBooth Share would then be converted into common shares of GSD ("Shares") at an exchange ratio of 3,600 Shares (pre stock split) for each bBooth Share (the "Share Exchange Ratio"). The Conversion will result in the principal and accrued interest outstanding under the Convertible Notes being converted into Shares at a deemed conversion price of \$0.35 per Share on closing of the Acquisition. The Conversion Price and the Share Exchange Ratio will be subject to adjustment if the Company effects any forward stock splits or consolidations prior to such conversion. In addition, each of the parties agreed that upon completion of the Acquisition and the Financing (including payment of any commissions related to the Financing), GSD will have not more than 60 million shares issued and outstanding.

6. CONVERTIBLE NOTES PAYABLE

In June 2014, the Company received an aggregate total of \$1,500,000, less commission of \$140,000, from a series of investors in the form of the Convertible Notes referenced in the LOI. The outstanding balances from the Convertible Notes have a maturity date of December 9, 2015, and bear interest at a rate of 10% per annum, which is payable on the earlier of the maturity date or the date of Conversion. The notes are automatically convertible upon a reverse merger transaction into Company stock at a conversion price of \$1,260 (pre stock split) per share. If the Company does not complete a reverse merger transaction by November 9, 2015, the note holders can convert the notes into Company stock at a conversion price of \$1,000 (pre stock split) per share.

In connection with the Convertible Notes, the series of investors also entered into a General Security Agreement and an Agency and Intercreditor Agreement with the Company, in which all outstanding borrowings under the Convertible Notes are secured by substantially all assets of the Company. In the event of a default by the Company, as defined in the agreements, a majority of the debtors may compel the Company to make available all or any part of the secured assets in order to pay the outstanding obligations under the notes.

The Company also issued an additional convertible note payable of \$112,000 with the same terms as the Convertible Notes to the other investors, as a finder's fee to acquire the debt (the "Finder's Fee Note). As a result, the total outstanding balance of the Convertible Notes amounted to \$1,612,000 (unaudited) as of June 30, 2014.

The conversion feature was evaluated for any beneficial aspect and it was determined that no portion of the proceeds from the convertible debt instruments should be accounted for as attributable to the conversion feature. The determination was based on factors which include (1) the notes were issued at an amount equal to their face value, and (2) the conversion price was greater than the fair value of the common stock at the time of issuance.

Accrued interest expense amounted to approximately \$8,000 for the period ending June 30, 2014, which is included in Accounts payable and accrued expenses on the accompanying financial statements.

The Company incurred total aggregate debt issuance costs of \$252,000 representing the above \$140,000 of commissions and \$112,000 for finder's fees to acquire the debt. These costs have been capitalized and are being amortized through the maturity date of the notes. Amortization of these capitalized interest costs amounted to \$9,657 (unaudited) for the six months ended June 30, 2014. As of June 30, 2014, the remaining amount of capitalized debt issuance costs amounted to \$242,343.

7. EQUITY TRANSACTIONS

Common Stock

On May 19, 2014, CMG exchanged 100% of its membership interests for 100% of the common shares of bBooth, Inc pursuant to a Plan of Merger. Immediately after the recapitalization, CMG's membership interests were replaced with 36,000,000 (after the split described in the following paragraph) outstanding shares of common stock in the Company.

On July 17, 2014, the Articles of Incorporation of the Company were amended so that the amount of the total authorized capital stock of the corporation was increased to 75,000,000 shares of common stock with a par value of \$0.001 per share, and a 3,600 to 1 forward stock split was approved. This was done in order to facilitate a 1 for 1 share exchange between GSD and the Company at the closing of the Acquisition of the Company by GSD (see Note 5). All share and per share information presented in the financial statements and the accompanying footnotes give effect to this stock split.

Membership Interests

During the year ended December 31, 2013, the Company granted four members an aggregate membership interest of 25.11% in the Company as compensation. As a result, the Company recorded \$2,946,740 in share-based compensation expense during the year ended December 31, 2013 which represented the estimated fair value of the equity interests at the time of grant. The amounts are recorded as a component of general and administrative expenses in the accompanying statement of operations for the year ended December 31, 2013.

During the year ended December 31, 2013, the Company granted its majority shareholder \$250,000 of membership interests as payment of his salary for the year. During the six months ended June 30, 2014, the Company granted its majority shareholder \$62,500 (unaudited) of membership interests as payment of his accrued salary at the time of grant.

During the year ended December 31, 2013 and 2012, the Company received capital contributions of \$1,383,967 and \$188,146, respectively, from members, at prices ranging from \$1,124 to \$1,190 per unit. During the six month ended June 30, 2014, the Company received capital contributions from members of \$580,000 (unaudited).

During the year ended December 31, 2013, the Company granted a member \$57,500 of membership interests as payment of a commission fee for finding certain investors to invest in the Company. The Company has recorded these offering costs net of the proceeds from the related investments as a reduction of members' equity in the accompanying balance sheet as of December 31, 2013.

8. COMMITMENTS

Operating Leases

The Company leases its office space in Hollywood, California under an operating lease which provides for monthly rent of \$14,805 through August 31, 2015.

The Company has a lease agreement to display its bBooth unit in a shopping mall located in Southern California, which provides for monthly payments of \$6,000 through the lease agreement's end date of June 30, 2014. Upon completion of this agreement, the Company began leasing additional space in another shopping mall located in Southern California to display the bBooth unit, which provides for monthly payments of \$5,500 per month through January 2015.

9. SUBSEQUENT EVENTS

On July 17, 2014, Article 3 of the Articles of Incorporation of the Company was amended so that the amount of the total authorized capital stock of the corporation was increased to 75,000,000 shares of common stock with a par value of \$0.001 per share, and a 3,600 to 1 forward stock split was approved (see Note 6).

On August 11, 2014, the Company and GSD formalized their LOI into a finalized Share Exchange Agreement documenting the same terms as those contained in the LOI and the First and Second Amendment. The closing is subject to the satisfaction of certain conditions set forth in the Share Exchange Agreement.

Pro Forma Combined Financial Information

Background Information Regarding Pro Forma Combined Financial Statements

On August 11, 2014, Global System Designs, Inc ("GSD"), entered into a share exchange agreement (the "Exchange Agreement") with bBooth, Inc. ("bBooth"), pursuant to which GSD agreed to acquire all of the issued and outstanding shares of bBooth from the bBooth shareholders. In exchange for the bBooth shares, the Exchange Agreement calls for GSD to issue, on a one for one basis, an aggregate of 50,000,000 shares of their common stock, comprised of 36,000,000 shares to be issued in an exchange for outstanding common shares held by bBooth shareholders as at August 11, 2014, plus such additional number of shares of common stock as is equal to the number of shares issued by bBooth pursuant to: (i) a private placement (as further described below), and (ii) the conversion of currently outstanding convertible securities of bBooth, in the amount of \$1,612,000 plus accrued interest, into bBooth shares, each of which will occur prior to the closing of the share exchange agreement.

The share exchange agreement contemplates, along with other occurrences not impacting the pro forma schedules, that on or prior to the closing of the acquisition:

- bBooth will have completed a private placement financing pursuant to which it will issue at least 9,000,000 shares of its common stock at a price of \$0.50 per share for gross proceeds of not less than \$4,500,000;
- GSD will effect a two for one forward split of the shares of its common stock;
- GSD will cause the surrender for cancellation to treasury of such number of shares of common stock as will result in there being no more than 60,000,000 shares of common stock outstanding as of the closing, including any shares to be issued to former security holders of bBooth

Between September 30, 2014 and October 2, 2014, bBooth completed the private placement pursuant to which it issued an aggregate of 9,000,000 shares of common stock at a price of \$0.50 per share for gross proceeds of \$4,500,000. bBooth also issued an aggregate of 659,600 shares of common stock and paid an aggregate cash fee of \$412,250 to certain finders in connection with the private placement. Such finders were also reimbursed an aggregate of \$23,072 for expenses incurred in connection with the private placement. All of the shares of bBooth's common stock issued in connection with the private placement, including the shares issue to the finders, were converted into shares of the Company's common stock on a one for one basis in connection with the closing of the Exchange Agreement.

The following unaudited pro forma combined balance sheets and statements of operations reflect the combination of GSD and bBooth. The unaudited pro forma combined financial statements have been derived from historical financial statements of both GSD and bBooth. The unaudited pro forma combined balance sheet as of June 30, 2014 was prepared as if the Transaction had occurred on the balance sheet date. The unaudited pro forma combined statements of operations were prepared as if the Merger had occurred on the first day of each period presented.

In the opinion of management, all adjustments necessary to present fairly the pro forma combined balance sheet and statements of operations have been made based on the terms and structure of the Transaction. The unaudited pro forma combined statements of operations are not necessarily indicative of what actual results would have been had the transaction occurred at the beginning of the period nor do they purport to indicate the results of future operations of GSD and bBooth. The unaudited pro forma combined financial statements should be read in conjunction with the accompanying notes and historical financial statements and notes to the financial statements of GSD and bBooth.

**Pro Forma Combined Balance Sheets
(Unaudited)**

	bBooth, Inc. June 30, 2014	Global System Designs, Inc. May 31, 2014	Pro Forma Adjustments				Pro Forma Combined
			Effect of Share Exchange [A]	Conversion of Convertible Debentures [B]	Net Proceeds from Private Placement [C]	2:1 Stock Split, net of Cancellation [D]	
ASSETS							
Current assets:							
Cash	\$ 1,000,265	\$ 17,086	\$ -	\$ -	\$ 4,014,678	\$ -	\$ 5,032,029
Accounts receivable		5,460					5,460
Prepaid expenses and other current assets	30,137	1,098					31,235
Total current assets	1,030,402	23,644	-	-	4,014,678	-	5,068,724
-							
Deposit on Booth equipment	199,428						199,428
Property and equipment, net	65,988						65,988
Debt issuance costs, net	242,343						242,343
Total assets	\$ 1,538,161	\$ 23,644	\$ -	\$ -	\$ 4,014,678	\$ -	\$ 5,576,483
LIABILITIES AND STOCKHOLDERS' EQUITY							
Current liabilities:							
Accounts payable	\$ 170,438	\$ 1,888	\$ -	\$ (8,000)	\$ -	\$ -	\$ 164,326
Total current liabilities	170,438	1,888	-	(8,000)	-	-	164,326
-							
Convertible notes payable	1,612,000	-		(1,612,000)			-
Total liabilities	1,782,438	1,888	-	(1,620,000)	-	-	164,326
Commitments and contingencies							
Stockholders' equity:							
Common stock	36,000	583	(32,400)	463	966	388	6,000
Additional paid-in capital	5,375,353	55,117	32,400	1,619,537	4,013,712	(388)	11,095,731
Accumulated deficit	(5,655,630)	(33,700)					(5,689,330)
Accumulated other comprehensive income	-	(244)					(244)
Total shareholders' (deficit)/equity	(244,277)	21,756	-	1,620,000	4,014,678	-	5,412,157
Total liabilities and stockholders' equity	\$ 1,538,161	\$ 23,644	\$ -	\$ -	\$ 4,014,678	\$ -	\$ 5,576,483

[A] The adjustment reflects the impact of the 1 for 1 Share Exchange Agreement between GSD and the Company at the closing of the Acquisition of bBooth by GSD

[B] The adjustment reflects the conversion of the Convertible Notes and related accrued interest at a conversion rate of \$0.35 upon closing of the acquisition.

[C] The adjustment reflects the proposed private placement of equity securities, which according to the terms of the LOI is to be not less than \$4,500,000, at a share price of \$0.50.
The proceeds raised are net of \$435,322 in "Finders Fees" and reimbursed expenses, and an estimated \$50,000 in legal and accounting fees.
Net shares reflect 9,000,000 shares sold, plus 659,650 "Finders Shares"

[D] The adjustment reflects the 2:1 stock split of GSD, net of the shares cancelled to ensure shares outstanding after the Transaction does not exceed 60,000,000.

Pro Forma Combined Statements of Operations (Unaudited)

	bBooth, Inc.	Global System Designs, Inc.	Pro Forma Adjustment	Pro Forma Combined
	June 30, 2014	May 31, 2014	Effect of Debt issue costs amortization	
			[A]	
Net sales	\$ -	\$ 7,768	\$ -	\$ 7,768
Costs of sales	-	-	-	-
Gross profit	-	7,768	-	7,768
Research and development expense	44,843	-	-	44,843
General and administrative expense	728,479	22,274	-	750,753
Depreciation and amortization	-	-	-	-
Other operating expenses	-	-	-	-
Loss from operations	(773,322)	(14,506)	-	(787,828)
Interest expense	(17,482)	-	(252,000)	(269,482)
Income before income taxes	(790,804)	(14,506)	(252,000)	(1,057,310)
Income tax expense	-	-	-	-
Net loss	<u>\$ (790,804)</u>	<u>\$ (14,506)</u>	<u>\$ 252,000</u>	<u>\$ (553,310)</u>
Other comprehensive loss:				
Foreign currency translation adjustments	-	(142)	-	(142)
Total Comprehensive Loss	<u>\$ (790,804)</u>	<u>\$ (14,648)</u>	<u>\$ -</u>	<u>\$ (553,452)</u>
Loss per share - Basic		<u>0.00</u>		<u>(0.01)</u>
Loss per share - Diluted		<u>0.00</u>		<u>(0.01)</u>
Weighted average shares outstanding - basic	NA	5,825,000	54,168,221 [B]	59,993,221
Weighted average shares outstanding - diluted	NA	5,825,000	54,168,221 [B]	59,993,221

[A] This pro forma adjustment reflects the full amortization for the debt issuance costs of \$252,000 as if the Convertible Notes were issued and converted at the beginning of the period.

[B] This reflects the issuance of new common shares related to the Transaction as if they were outstanding for the entire period, as follows:

36,000,000	issued to bBooth, Inc. in a one to one exchange ratio in connection pursuant to the Share Exchange Agreement
4,628,571	issued upon conversion of the Convertible Notes and related accrued interest, at a conversion rate of \$0.35
9,659,650	issued per the Financing agreement, not to exceed \$4,500,000, at a per share price of \$0.50, plus Finders Shares
<u>3,880,000</u>	2:1 stock split of GSD, net of the shares cancelled to ensure shares outstanding after the Transaction does not exceed 60,000,000
54,168,221	

Pro Forma Combined Statements of Operations (Unaudited)

			<u>Pro Forma Adjustment</u>	
	<u>bBooth, Inc.</u>	<u>Global System Designs, Inc.</u>	<u>Effect of Debt issue costs amortization</u>	<u>Pro Forma Combined</u>
	<u>December 31, 2013</u>	<u>November 30, 2013</u>	<u>[A]</u>	
Net sales	\$ -	\$ 6,966		\$ 6,966
Costs of sales	-	-		-
Gross profit	-	6,966	-	6,966
Research and development expense	485,429	-		485,429
General and administrative expense	4,096,118	25,210		4,121,328
Depreciation and amortization	-	-		-
Other operating expenses	-	-		-
Loss from operations	(4,581,547)	(18,244)	-	(4,599,791)
Interest expense	-	-	(252,000)	(252,000)
Income before income taxes	(4,581,547)	(18,244)	(252,000)	(4,851,791)
Income tax expense	-	-	-	-
Net loss	<u>\$ (4,581,547)</u>	<u>\$ (18,244)</u>	<u>\$ 252,000</u>	<u>\$ (4,347,791)</u>
Other Comprehensive Loss:				
Foreign currency translation adjustments	-	(102)		(102)
Total Comprehensive Loss	<u>\$</u>	<u>\$ (18,346)</u>		<u>\$ (4,347,893)</u>
EPS - Basic		<u>0.00</u>		<u>(0.07)</u>
EPS - Diluted		<u>0.00</u>		<u>(0.07)</u>
Weighted average shares outstanding - basic	NA	4,131,726	54,545,936 [B]	58,677,662
Weighted average shares outstanding - diluted	NA	4,131,726	54,545,936 [B]	58,677,662

[A] This pro forma adjustment reflects the amortization for the debt issuance costs of \$252,000 as if the Convertible Notes were converted upon the Share Exchange Agreement occurring at the beginning of the period.

[B] This reflects the issuance of new common shares related to the Transaction as if they were outstanding for the entire year, as follows:

36,000,000 issued to bBooth, Inc. in a one to one exchange ratio in connection with the Share Exchange Agreement
5,066,286 issued upon conversion of the Convertible Notes and related accrued interest, at a conversion rate of \$0.35
9,659,650 represents shares issued in the Financing agreement, which is not to exceed \$4,500,000, at a per share price of \$0.50, plus Finders Shares
3,820,000 reflects the 2:1 stock split of GSD, net of the shares cancelled to ensure shares outstanding after the Transaction does not exceed
60,000,000
54,545,936