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City/State/Zip

Phone #

(850) 878-0188

L02000015282

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. HERBAL WORLDWIDE HOLDINGS LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 JUN 19 PM 1:44
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- Walk in Pick up time Certified Copy
 Mail out Will wait Photocopy Certificate of Status

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

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L02-15282

Examiner's Initials *AK*

PLAN OF MERGER

BETWEEN

HERBAL WORLDWIDE HOLDINGS LLC

LO2-15282

AND

HERBAL WORLDWIDE HOLDINGS CORP.

P95-68522

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THIS PLAN OF MERGER ("Plan") is entered into this 17 day of June, 2009 between
HERBAL WORLDWIDE HOLDINGS LLC, a Florida limited liability company ("LLC")
HERBAL WORLDWIDE HOLDINGS CORP., a Florida corporation ("CORP.").

WITNESSETH

WHEREAS, the Board of Directors of CORP. and the Manager of LLC deem it desirable and in the best business interests of CORP. and its stockholders and LLC and its members that CORP. be merged into LLC upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, CORP. shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of CORP. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Regulations. The Regulations of LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Regulations of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of LLC. The Articles of Organization of LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager. The Manager of LLC immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of common stock of CORP. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

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ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) CORP. and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be **HERBAL WORLDWIDE HOLDINGS LLC**.

(b) The separate existence of CORP. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of CORP. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to CORP. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in CORP. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of CORP. The Merger shall impair neither the rights of creditors nor any liens upon the property of CORP.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of CORP. is 1000 common shares, at \$1.00 par value. Each unit in LLC ("Unit") represents ownership interest in LLC. Each share of common stock of CORP. issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one Unit of LLC, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of CORP. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the surviving corporation.

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ARTICLE 4

**Representations and Warranties of
HERBAL WORLDWIDE HOLDINGS, CORP.**

CORP. represents and warrants to LLC as follows:

Due Incorporation, Etc. CORP. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to LLC.

ARTICLE 5

**Representations and Warranties of
HERBAL WORLDWIDE HOLDINGS LLC**

LLC represents and warrants to CORP. as follows:

Due Incorporation, Etc. LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to CORP.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

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ARTICLE 17

Manager

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the names and business addresses of the Managers of HERBAL WORLDWIDE HOLDINGS LLC are as follows:

Eduardo Naranjo
3326 Mary Street, Suite 603
Coconut Grove, Florida 33133

Jose Diaz
3326 Mary Street, Suite 603
Coconut Grove, Florida 33133

ARTICLE 8

General Provisions

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Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree (“Closing Date”).

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with CORP. and LLC, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. Heading. The headings preceding the text of sections of this Plan for convenience only and shall not be deemed part of this Plan.

Section 17. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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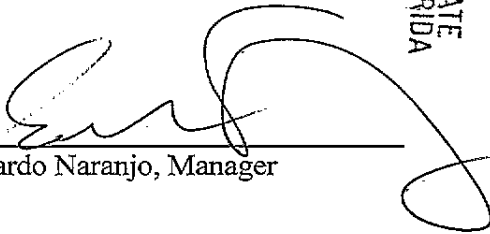
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PLAN OF MERGER
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

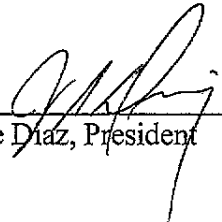
HERBAL WORLDWIDE HOLDINGS LLC,
a Florida limited liability company

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ALLAHASSEE, FLORIDA

By: 

Eduardo Naranjo, Manager

HERBAL WORLDWIDE HOLDINGS CORP.,
a Florida corporation

By: 

Jose Diaz, President

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ARTICLES OF MERGER

OF

HERBAL WORLDWIDE HOLDINGS LLC

AND

HERBAL WORLDWIDE HOLDINGS CORP.

PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 17th day of June, 2002, by and among HERBAL WORLDWIDE HOLDINGS CORP. and HERBAL WORLDWIDE HOLDINGS LLC ("Plan of Merger").

SECOND: That the name and state of each of the constituent corporations is HERBAL WORLDWIDE HOLDINGS LLC, a Florida limited liability company, and HERBAL WORLDWIDE HOLDINGS CORP., a Florida corporation. The Plan of Merger provides for the merger of HERBAL WORLDWIDE HOLDINGS CORP. into HERBAL WORLDWIDE HOLDINGS LLC.

THIRD: That the name of the surviving corporation is HERBAL WORLDWIDE HOLDINGS LLC.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of HERBAL WORLDWIDE HOLDINGS CORP. on this 17th day of June, 2002 and by the Manager and Members of HERBAL WORLDWIDE HOLDINGS LLC on this 17th day of June, 2002.

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FIFTH: After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of HERBAL WORLDWIDE HOLDINGS LLC, the surviving entity, the address of which is 3336 Mary Street, Suite 603, Coconut Grove, Florida 33133.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any entity made a party thereto.

EIGHTH: The authorized capital stock of HERBAL WORLDWIDE HOLDINGS CORP. is 1000 common shares, at \$1.00 par value. Each unit in HERBAL WORLDWIDE HOLDINGS LLC ("Unit") represents ownership interest in HERBAL WORLDWIDE HOLDINGS LLC. Each share of common stock of HERBAL WORLDWIDE HOLDINGS CORP. issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one Unit of HERBAL WORLDWIDE HOLDINGS LLC, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of HERBAL WORLDWIDE HOLDINGS CORP. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the surviving corporation.

NINTH: That the merger of HERBAL WORLDWIDE HOLDINGS CORP. into HERBAL WORLDWIDE HOLDINGS LLC shall become effective on upon filing these Articles with the Secretary of State ("Effective Date").

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TALLAHASSEE, FLORIDA
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ARTICLES OF MERGER

SIGNATURE PAGE

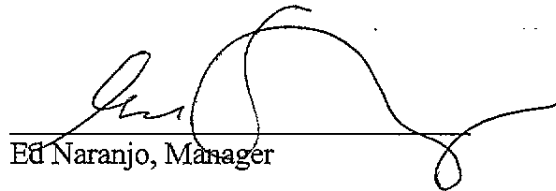
IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 17 day of June, 2002

HERBAL WORLDWIDE HOLDINGS LLC
a Florida limited liability company

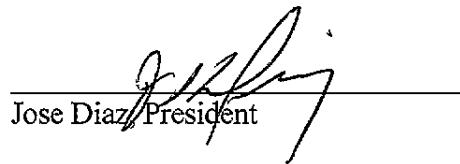
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By: 
Ed Naranjo, Manager

HERBAL WORLDWIDE HOLDINGS CORP.,
a Florida corporation

By: 
Jose Diaz, President

ARTICLES OF MERGER
Merger Sheet

MERGING:

HERBAL WORLDWIDE HOLDINGS CORP., a Florida entity P95000068522

INTO

HERBAL WORLDWIDE HOLDINGS LLC, a Florida entity, L02000015282

File date: June 19, 2002

Corporate Specialist: Tammi Cline