

NOV. 17. 2011 11:51AM
Division of Corporations

561 655 1109

NO. 8210

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
Vitamins Direct (USA), Inc.

Certificate of Status	0
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TALLAHASSEE, FLORIDA

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EXAMINER

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ARTICLES OF MERGER**FOR****GOLDSHIELD MANAGEMENT SERVICES, INC.****(a Florida corporation)****-and-****GOLDSHIELD DIRECT, INC.****(a Florida corporation)****WITH AND INTO****VITAMINS DIRECT (USA), Inc.****(a Delaware corporation)**FILED
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The following Articles of Merger are submitted to merge the following Florida profit corporation in accordance with Section 607.1109, Florida Statutes:

FIRST: The exact name, form/entity type and jurisdiction for each merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Goldshield Management Services, Inc.	Florida	Corporation Doc. #P02000114725
Goldshield Direct, Inc.	Florida	Corporation Doc. #P00000104273

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vitamins Direct (USA), Inc.	Delaware	Corporation

THIRD: The Agreement and Plan of Merger, attached hereto as Exhibit A, was approved by the domestic corporation that is a party to the merger in accordance with the applicable provisions of Chapter 607, Florida Statutes.

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FOURTH: The attached Agreement and Plan of Merger was approved by the other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the merger is the date this document is filed with the Florida Department of State.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

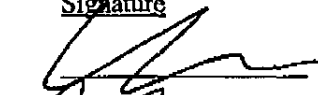
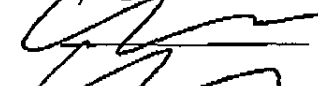

2711 Centreville Road, Suite 400
Wilmington, DE 19808

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a. Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of each domestic corporation that is a party to the merger.

b. Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

EIGHTH: Signatures for each party:

<u>Name of Entity/Organization</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual</u>
Goldshield Management Services, Inc.		William E. Hudson
Goldshield Direct, Inc.		William E. Hudson
Vitamins Direct (USA), Inc.		William E. Hudson

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 14 day of November, 2011, by and between VITAMINS DIRECT (USA), INC., a Delaware corporation ("Vitamins Direct (USA)" or "Surviving Corporation"), GOLDSHIELD MANAGEMENT SERVICES, INC. ("Goldshield Management"), a Florida corporation and a wholly-owned subsidiary of Vitamins Direct (USA), and GOLDSHIELD DIRECT, INC. ("Goldshield Direct"), a Florida corporation and a wholly-owned subsidiary of Vitamins Direct (USA).

1. Merger.

1.1 Merger of Goldshield Management With and Into Vitamins Direct (USA). Subject to the terms and conditions of this Agreement, Goldshield Management and Goldshield Direct shall be merged with and into Vitamins Direct (USA) ("Merger"), effective upon the filing of a Certificate of Merger with the Secretary of State of Delaware and the filing of Articles of Merger with the Secretary of State of Florida ("Effective Time"). The separate existence of Goldshield Management and Goldshield Direct as corporations shall thereupon cease; Vitamins Direct (USA) shall be the surviving corporation; and the separate existence of Vitamins Direct (USA) as a corporation, with all of its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the respective laws of the States of Delaware and Florida applicable thereto.

1.2 Effect of Merger. At and after the Effective Time:

(a) Vitamins Direct (USA) shall succeed to and possess all of the respective rights, privileges, powers, franchises and interests of Goldshield Management and Goldshield Direct in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, Vitamins Direct (USA) by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against Goldshield Management or Goldshield Direct may be continued as if the Merger did not occur, or Vitamins Direct (USA) may be substituted in the proceeding for Goldshield Management or Goldshield Direct in such action or proceeding.

(b) Vitamins Direct (USA) shall be liable for all liabilities of Goldshield Management and Goldshield Direct; and all debts, liabilities, obligations and contracts of Goldshield Management and Goldshield Direct, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of Goldshield Management or Goldshield Direct, shall be those of Vitamins Direct (USA) and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on properties of Goldshield Management and Goldshield Direct shall be preserved unimpaired.

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1.3 Additional Actions. If, at any time after the Effective Time, Vitamins Direct (USA) shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in Vitamins Direct (USA) its right, title or interest in, to or under any of the rights, properties or assets of Goldshield Management and Goldshield Direct acquired or to be acquired by Vitamins Direct (USA) as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Goldshield Management and Goldshield Direct and its proper officers and directors shall be deemed to have granted to Vitamins Direct (USA) an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in Vitamins Direct (USA), and (c) otherwise carry out the purposes of this Agreement. The officers of Vitamins Direct (USA) are fully authorized in the name of Goldshield Management and Goldshield Direct or otherwise to take any and all such actions.

2. Conversion of Shares. At the Effective Time:

(a) Each share of common stock of Goldshield Management and Goldshield Direct issued and outstanding at the Effective Time, and each such share of common stock issued and held by Goldshield Management and Goldshield Direct in its treasury at the Effective Time, shall be cancelled and retired and no consideration shall be issued in respect thereof.

(b) Each share of common stock of Vitamins Direct (USA) issued and outstanding at the Effective Time, and each such share of common stock issued and held by Vitamins Direct (USA) in its treasury at the Effective Time, shall remain unchanged and unaffected by the Merger.

3. Additional Merger Terms.

(a) The Certificate of Incorporation of Vitamins Direct (USA) in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, and shall not be changed or affected by the Merger.

(b) The By-Laws of Vitamins Direct (USA) in effect at the Effective Time shall be the By-Laws of the Surviving Corporation and shall not be changed or affected by the Merger.

(c) The directors and officers of Vitamins Direct (USA) at the Effective Time shall be the directors and officers of the Surviving Corporation.

4. Abandonment. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual agreement evidenced by resolutions of the Boards of Directors of the parties hereto. If a certificate or articles of merger have been filed prior to the abandonment, either party may execute and file an appropriate certificate of abandonment of the Merger with the Secretary of State of Delaware and/or Florida, as applicable.

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5. Certain Undertakings. The Surviving Corporation agrees that it may be served with process in the State of Florida in any suit or proceeding for the enforcement of any obligation of Goldshield Management or Goldshield Direct, or for the enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or proceeding to enforce the rights of dissenting shareholders, if any, under the applicable provisions of the Florida Business Corporation Act; and the Surviving Corporation irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such suit or proceeding. A copy of any such process may be mailed by the Secretary of State of Florida to the Surviving Corporation at Corporation Service Company, 2711 Centreville Road, Suite 400, Wilmington, DE 19808.

6. Miscellaneous.

(a) It is the intent of the parties that this Agreement and the Merger to be effectuated pursuant hereto qualify as a complete liquidation of a subsidiary into its parent pursuant to Section 332 of the Internal Revenue Code of 1986, as amended.

(b) This Agreement may not be amended or supplemented, except by a writing executed by all of the parties hereto or by the party against which enforcement is sought.

(c) The captions of the sections of this Agreement are for convenience and reference only, shall not be deemed or construed to be a part of this Agreement, and shall not define, limit or otherwise affect this Agreement or any part hereof.

(d) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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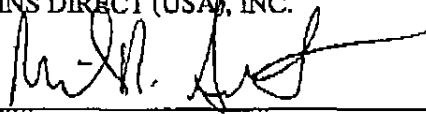
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IN WITNESS WHEREOF, each corporation has caused this Agreement to be executed on its behalf by its duly authorized officer as of the date first written above.


VITAMINS DIRECT (USA), INC.

By:


Michael Neil Swift, President


GOLDSHIELD MANAGEMENT SERVICES, INC.

By:


Michael Neil Swift, President

GOLDSHIELD DIRECT, INC.

By:


Michael Neil Swift, President