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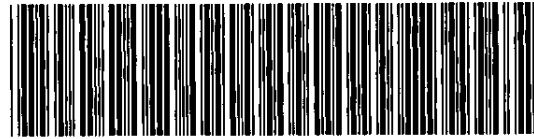
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DATE: 10-03-2012

NAME: GLUCOBRANDS, LLC

TYPE OF FILING: ARTICLES OF MERGER

COST: \$80

RETURN: CERTIFIED COPY

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

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**Certificate of Merger
For
Florida Limited Liability Company**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GLUCOBRANDS, LLC	FLORIDA	LLC
GLUCOBRANDS, LLC	DELAWARE	LLC

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>
GLUCOBRANDS, LLC	DELAWARE	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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:

4564 WHITEHALL LANE

HIGHLANDS RANCH, COLORADO 80126

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 4564 WHITEHALL LANE


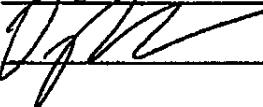
HIGHLANDS RANCH, COLORADO 80126

Mailing address: 4564 WHITEHALL LANE

HIGHLANDS RANCH, COLORADO 80126

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
GLUCOBRANDS, LLC		PETER NOVERR
GLUCOBRANDS, LLC		PETER NOVERR

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

1st THIS AGREEMENT AND PLAN OF MERGER, is made and entered into as of October 2012, by and between GlucoBrands, LLC, a Florida limited liability company ("Mergerco") and GlucoBrands, LLC, a Delaware limited liability company (the "Surviving Company"). This Agreement has been approved, adopted, certified, executed and acknowledged by each of the undersigned in accordance with the requirements of the Delaware Limited Liability Company Act (the "DLCA") and the Florida Limited Liability Company Act (the "FLLCA").

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

ARTICLE I EFFECT OF THE MERGER

1.1 Merger. Upon the Effective Date (as hereinafter defined), Mergerco shall be merged with and into the Surviving Company pursuant to the DLCA and the FLLCA, with the Surviving Company continuing as the surviving entity (the "Merger").

1.2 Effective Date. Upon the execution of this Agreement by Mergerco and the Surviving Company, the Surviving Company shall be and hereby is directed to file in the offices of the Secretary of State of the State of Delaware and with the Florida Department of State, a Certificate of Merger for the merger (the "Certificate of Merger"). The Merger shall become effective on October 3rd, 2012 (the "Effective Date").

1.3 Conversion of Mergerco Equity into Equity of Surviving Entity. By virtue of the Merger and without any action on the part of Mergerco or the Surviving Company, upon the Effective Date:

- (a) the equity interest in the Surviving Company shall remain unchanged; and
- (b) the equity interest in Mergerco existing immediately prior to the Effective Date shall be canceled without payment of any consideration therefor and cease to exist and be outstanding.

1.4 Effect of Merger.

(a) Subject to the terms and conditions of this Agreement and the Certificates of Merger, on the Effective Date:

- (i) the separate existence of Mergerco shall cease and Mergerco shall be merged with and into the Surviving Company (after the Merger, the Surviving Company is sometimes referred to as the "Surviving Entity");
- (ii) the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of Mergerco and the Surviving Company; and all property, real, personal and mixed, and all debts due on

whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to each of Mergerco and the Surviving Company shall be taken and deemed to be vested in the Surviving Entity without further act or deed;

(iii) the title to any real estate, or any interest therein, vested in either of Mergerco and the Surviving Company shall not revert or be in any way impaired by reason of such merger or consolidation;

(iv) the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of Mergerco and the Surviving Company; and

(v) any claim existing or action or proceeding pending by or against Mergerco and the Surviving Company existing at such time may be prosecuted as if such merger or consolidation had not taken place, subject to any and all limitations under applicable law.

(b) Neither the rights of creditors nor any liens upon the property of either Mergerco and the Surviving Company shall be impaired by the Merger.

(c) The Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Certificate of Formation of the Surviving Entity.

(d) The Limited Liability Company Agreement of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Limited Liability Company Agreement of the Surviving Entity, until thereafter duly altered, amended or repealed as provided by law, the Certificate of Formation and such Limited Liability Company Agreement.

(e) This Agreement is on file at the principal place of business of the Surviving Entity which is located at 4564 East Whitehall Lane, Highlands Ranch, Colorado 80126. A copy of this Agreement will be furnished by the Surviving Entity, on request and without cost, to any Member.

1.5 Further Action. If, at any time after the date hereof, any further action is necessary or desirable to carry out the transactions contemplated herein, or to vest in the Surviving Entity the full right and title to and possession of all assets, property, rights, privileges, immunities, powers, and franchises of Mergerco, the Members are fully authorized to take, and shall take, all such action. Each of the parties hereto shall take any action and execute and deliver any additional document, instrument, or agreement necessary or desirable to consummate the transactions contemplated herein.

1.6 Service of Process.

(a) The Surviving Entity hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Mergerco or the Surviving Company.

(b) The Surviving Entity hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any proceeding described in paragraph

1.6(a) above. A copy of such process shall be mailed by the Secretary of State of the State of Delaware to the Surviving Entity at 4564 East Whitehall Lane, Highlands Ranch, Colorado 80126.

ARTICLE II

TERMINATION

2.1 Termination. Notwithstanding the approval of this Agreement by the Members of Mergerco and the Surviving Company, this Agreement may be terminated at any time prior to the Effective Date by agreement of the Members.

2.2 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall forthwith become null and void and there shall be no liability on the part of Mergerco or the Surviving Company or any Member to any other party hereto or any other party in connection with the transactions contemplated herein.

ARTICLE III

MISCELLANEOUS

3.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

3.2 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of each of the Surviving Company and Mergerco.

3.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but such waiver must be in writing and shall not constitute or be deemed a waiver as to any future event not within the scope of such waiver.

3.4 Assignment. This Agreement is not assignable by any party hereto without the prior written consent of each of the Surviving Company and Mergerco.

3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

3.6 Captions. The section and other headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the undersigned as of the date first above written.

GLUCOBRANDS, LLC,
a Florida limited liability company

By: 

Ethan A. Lewis

Its: Member

By: 

Peter Noverr

Its: Member

GLUCOBRANDS, LLC,
a Delaware limited liability company

By: 

Ethan A. Lewis

Its: Member

By: 

Peter Noverr

Its: Member