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Division of Corporations

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Florida Department of State

Division of Corporations

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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : KATZ BASKIES LLC
Account Number : I20080000071
Phone : (561) 910-5700
Fax Number : (561) 910-5701

L. SELLERS

JAN 18 2012

EXAMINER

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: thomas.katz@katzbaskies.com

MERGER OR SHARE EXCHANGE

Start Fresh Today, LLC

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$60.00

RECEIVED

12 JAN 12 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 JAN 12 AM 11:39

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KATZ BASKIES

FAX No. 561 910 5701

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Start Fresh Today, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Thomas O. Katz

Contact Person

Katz Baskies LLC

Firm/Company

2255 Glades Road, Suite 240W

Address

Boca Raton, FL 33431

City, State and Zip Code

thomas.katz@katzbaskies.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Thomas O. Katz

Name of Contact Person

at (561)

910-5700

Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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

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>
Start Fresh Today, Inc.	Illinois	Corporation

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>
Start Fresh Today, LLC	Florida	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.

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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:

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:

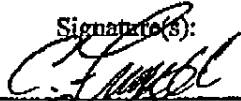

Street address: _____

Mailing address: _____

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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:
Start Fresh Today, LLC		Chris Frankel
Start Fresh Today, Inc.		Chris Frankel

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

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>
Start Fresh Today, LLC	Florida	LLC
Start Fresh Today, Inc.	Illinois	Corporation

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>
Start Fresh Today, LLC	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

See Attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See Attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is adopted as of the 3rd day of January, 2012, by and between START FRESH TODAY, INC., an Illinois corporation (the "Merged Entity") and START FRESH TODAY, LLC, a Florida limited liability company (the "Survivor" or sometime hereinafter the "Surviving Entity").

RECITALS

The Shareholders of the Merged Entity and the Members of the Survivor have determined that it is advisable and in the best interests of the Merged Entity and the Survivor that the Merged Entity be merged with and into the Survivor on the terms and subject to the conditions set forth herein (the "Merger").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that the Merged Entity shall merge with and into the Survivor on the following terms, conditions and other provisions:

ARTICLE I
THE MERGER

1.01 At the Effective Time (as defined in Article V hereof), the Merged Entity shall be merged with and into the Survivor in accordance with the Florida Limited Liability Company Act and the Illinois Business Corporation Act of 1983.

1.02 The separate existence of the Merged Entity shall cease and the Survivor shall thereafter continue as the surviving limited liability company and will continue to be governed by the laws of the State of Florida.

ARTICLE II
THE SURVIVING COMPANY

At the Effective Time, the Operating Agreement of the Survivor, as in effect immediately prior to the Effective Time, shall remain the Operating Agreement of the Survivor, until thereafter altered, amended or repealed.

ARTICLE III
MANNER AND BASIS OF CONVERTING
SHARES OF MERGED ENTITY

At the Effective Time, the shares in the Merged Entity shall be canceled and no longer be issued or outstanding, and the Members in the Survivor shall continue to own their member interests.

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ARTICLE IV
EFFECT OF MERGER

At the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merged Entity shall vest in the Survivor, and all liabilities and obligations of the Merged Entity shall become liabilities and obligations of the Survivor, including, the obligation and liability for the payment of all fees and franchise taxes, if any.

ARTICLE V
EFFECTIVE TIME

As used in this Agreement, the term "Effective Time" shall mean the date and time of filing of the Certificate of Merger with the Secretary of State of the State of Florida and the Secretary of State of Illinois with respect to the Merger.

ARTICLE VI
MISCELLANEOUS

6.01 Termination. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Directors of the Merged Entity or the Managers of the Survivor, notwithstanding the approval of this Merger Agreement by the Shareholders of the Merged Entity and Members of the Survivor.

6.02 Amendment. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the Shareholders of the Merged Entity and the Members of the Survivor, but, after any such approval, no amendment shall be made without the further approval of such member or shareholder that would (a) alter or change the amount or kind of shares, securities, interest, cash, property and/or rights to be received in exchange for or upon conversion of any Interests of Merged Entity; (b) alter or change any of the principal terms of this Merger Agreement if such alteration or change would adversely affect the holders of any Interests.

6.03 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligation or other acts of the other parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; or (c) waive any compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in writing signed on behalf of such party.

6.04 Notices. Any notice required or permitted to be delivered to any party under the provisions of this Agreement shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon telefax and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each party at such address as on record.

6.05 Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The parties and their respective affiliates

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make no representations or warranties to each other, except as contained in this Agreement, and any and all prior representations and statements made by any party or its representative, whether verbally or in writing, are deemed to have been merged into this Agreement, it being intended that no such representations or statements shall survive the execution and delivery of this Merger Agreement.

6.06 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

6.07 Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. Photocopied, facsimile or pdf copies may be relied upon as originals.

6.08 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

6.09 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida applicable to contracts made to be performed entirely therein.

6.10 Successors and Assigns. This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Shareholders and Members, their respective heirs, legal representatives, successors and assigns.

6.11 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

6.12 Headings. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

START FRESH TODAY, INC., an Illinois corporation

By: 

Cris Frankel, President

START FRESH TODAY, LLC, a Florida limited liability company

By: 

Cris Frankel, President and Authorized Representative