

08/29/2008

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BERGER SINGERMAN - 850-617-6381

NO. 329

001

Division of Corporations

Page 1 of 1

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Moroccanol, Inc.

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8/29/08

ARTICLES OF MERGER
OF MOROCCANOIL USA, INC.,
a Florida Corporation,
INTO MOROCCANOIL, INC.,
a California Corporation

08 AUG 29 PM 3:20
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

THESE ARTICLES OF MERGER are made and submitted on this 21st day of August, 2008, in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes.

WITNESSETH

First: The name, jurisdiction, and document number of the surviving corporation in the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Moroccooil, Inc.	California	3155419

Second: The name, jurisdiction, and document number of the merging corporation in the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Moroccooil USA, Inc.	Florida	P04000068418

Third: An originally-executed version of the Agreement and Plan of Merger is attached below as Exhibit A.

Fourth: The Effective Date of the merger shall be Friday, August 1, 2008.

Fifth: The Shareholders of the surviving corporation adopted the Agreement and Plan of Merger on August 20th 2008, by unanimous vote in writing.

[Text continues, and signature blocks appear, on following page.]

Sixth: The Shareholders of the merging corporation adopted the Agreement and Plan of Merger on August ~~20th~~ 2008, by unanimous vote in writing.

IN WITNESS WHEREOF, The undersigned acknowledge and agree to the terms of these Articles of Merger and have hereunto set their hands and seals as of the date first written above.

SURVIVING CORPORATION:
MOROCCANOIL, INC.,
a California corporation

By: _____

Ofer Tal

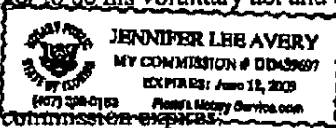
As Its: President

ATTEST:

Print: ASHWANI KUMAR MANTHA

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 20th day of August, 2008, ~~before me personally appeared Ofer Tal as President of Moroccan Oil, Inc., a California corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.~~


My commission expires: _____

Jennifer Lee Avery
Notary Public

MERGING CORPORATION:
MOROCCANOIL USA, INC.,
a Florida corporation

By: _____

Ofer Tal

As Its: President

ATTEST:

Print: ASHWANI KUMAR MANTHA

[Signature blocks continue on following page.]

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 20th day of August, 2008, before me personally appeared Ofer Tal as President of MoroccanOil USA, Inc., a Florida corporation, ~~who is personally known to me or who produced the identification listed below, and who~~ subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.



Jennifer Lee Avery
Notary Public

THE UNDERSIGNED, as the sole Shareholder of the surviving corporation and the merging corporation, hereby joins in these Articles of Merger to affirm its approval and adoption of the Agreement and Plan of Merger and of these Articles.

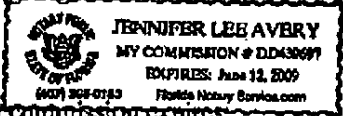
SHAREHOLDER:
OFER TAL

By: [Signature]
Ofer Tal
As The Sole Shareholder

) ATTEST:
) [Signature]
)
) Print: ASHAWANI KUMAR MANTHA
)

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 20th day of August, 2008, before me personally appeared Ofer Tal as the Sole Shareholder of MoroccanOil, Inc. and MoroccanOil USA, Inc., ~~who is personally known to me or who produced the identification listed below, and who~~ subscribed and swore to the foregoing Articles of Merger to be his voluntary act and deed.



Jennifer Lee Avery
Notary Public

08/29/2008

11:19

BERGER SINGMAN → 850-617-6381

NO.329

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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 (the "Agreement") is made this 2nd day of August, 2008, by and among MOROCCANOIL, INC., a California corporation (the "Acquiror"), MOROCCANOIL USA, INC., a Florida corporation (the "Target") (all the foregoing collectively, the "Parties").

RECITALS

WHEREAS, Acquiror is a California corporation in good standing under California law;

WHEREAS, Target is a Florida corporation in good standing under Florida law;

WHEREAS, Ofer Tal is the sole shareholder of both Acquiror and Target (the "Sole Shareholder");

WHEREAS, In April of 2004, Sole Shareholder formed Target for purposes of exploiting the United States market, including without limitation California, for the sale and distribution of various hair and skin care products for personal use, and, since its inception, Target has conducted its business operations in furtherance of same;

WHEREAS, Target has determined to relocate its U.S. corporate offices to the State of California and shall merge into Acquiror to implement its effective reincorporation in California as aforesaid;

WHEREAS, Upon consummation of Target's effective reincorporation in California via a merger into Acquiror, Acquiror will succeed to and will continue to conduct Target's sale and distribution business indefinitely in the future;

WHEREAS, The Parties intend for Target to merge with and into Acquiror on a non-taxable basis, such that Acquiror shall pay no cash or other boot in exchange for the merger, as more particularly described below; and

WHEREAS, Immediately after the merger, Acquiror will own all the assets of Target, and Sole Shareholder will continue to own all the outstanding stock of Acquiror.

WHEREFORE, In furtherance of the above-stated objectives, the Parties hereby agree as follows:

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WITNESSETH

1.0 Integration. The Parties expressly incorporate the foregoing Recitals as material terms of this Agreement, reflecting not only their intent and objectives but also the consideration to be exchanged by the Parties hereunder.

2.0 Merger. The name, jurisdiction, and document number of the parties to the merger are as follows:

The name and jurisdiction, and document number of the surviving corporation in the merger are as follows—

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MoroccanOil, Inc.	California	3155419

The name, jurisdiction, and document number of the merging corporation in the merger are as follows—

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
MoroccanOil USA, Inc.	Florida	P04000068418

The other terms and conditions of the merger are as stated below in this Agreement.

2.01 Merger. Immediately upon the execution of this Agreement, Acquiror and Target will execute, and immediately will file with the Florida Department of State, Division of Corporations, and with the California Secretary of State, Business Programs Division, Articles of Merger and Officers' Certificates, together with this Agreement and any other documents necessary to effectuate the merger of Target with and into Acquiror. Upon and after the Effective Date, Acquiror shall be the surviving legal entity from the merger; shall not be a new entity; shall continue its corporate existence as a corporation governed by the laws of the State of California; shall maintain its name, assets and liabilities, financial and tax attributes, and other corporate characteristics; and shall maintain a registered office in the State of California.

Upon the Effective Date, each share of voting common stock of Target shall be cancelled.

2.02 Effective Date. The "Effective Date" of the merger between Acquiror and Target shall be the latter of the dates on which the Florida Department of State and the California Secretary of State record the Articles of Merger and Certificate of Merger, respectively. Notwithstanding the foregoing, the Parties shall treat and apply the merger to be effective internally for financial and tax accounting purposes as of Friday, August 1, 2008.

2.03 Terms and Conditions. The terms and conditions of the merger are, in addition to those set forth elsewhere in this Agreement, as follows:

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(A) On the Effective Date, Acquiror and Target (the "Constituent Entities") shall become a single legal entity, which shall be Acquiror.

(B) The separate legal existence of Target shall cease.

(C) Acquiror thereupon and thereafter shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities, and duties of each Constituent Entity; and all and singular, the rights, privileges, powers, and franchises of each Constituent Entity, and all property, real, personal, and mixed, and all debts due to either Constituent Entity on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Entity, shall be vested in Acquiror; and all property, rights, privileges, powers, and franchises, and all and every other interest thereafter shall be as effectually the property of Acquiror as they were of the respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either Constituent Entity shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Entity shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Entities thenceforth shall attach to Acquiror and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. Any action or proceeding whether civil, criminal, or administrative, pending by or against either Constituent Entity shall be prosecuted as if the merger had not taken place, or Acquiror may be substituted in such action or proceeding.

(D) All corporate acts, plans, policies, contracts, approvals, and authorizations of Target, its Sole Shareholder, and its Board of Directors (if applicable), committees elected or appointed by the Board of Directors (if applicable), officers, and agents, which were valid and effective immediately before the Effective Date, shall be taken for all purposes as the acts, plans, policies, contracts, approvals, and authorizations of Acquiror and shall be as effective and binding thereon as the same were with respect to Target.

(E) The assets, liabilities, reserves, and accounts of each Constituent Entity shall be recorded on the books of Acquiror at the amounts at which they, respectively, then shall be carried on the books of such Constituent Entity subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(F) The Board of Directors, if any, and the Officers of Acquiror shall remain intact as of and after the Effective Date.

(G) The merger of Target into Acquiror shall not revoke or revise in any manner the Articles of Incorporation of Acquiror.

3.0 Manner and Basis of Share Conversion. The manner and basis of converting the issued and outstanding shares of stock of Target into shares of stock of Acquiror, and the mode of carrying the merger into effect, shall be as follows:

3.01 Each share of voting common stock of Target outstanding at the Effective Date

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shall be cancelled without any action on the part of the holder thereof. Thus, upon the Effective Date, the One Hundred (100) outstanding shares of voting common stock of Target shall be cancelled in the entirety, and Sole Shareholder shall remain the sole owner of record of the Three Hundred (300) outstanding shares of voting common stock of Acquiror without any action on the part of the holder thereof.

3.02 All shares of Acquiror common stock which remain outstanding after the cancellation of the shares of Target common stock pursuant to this Section 3 shall constitute full satisfaction of all rights pertaining to such exchanged and converted interests.

3.03 Acquiror shall transfer no cash or property, other than shares of its own voting common stock as aforesaid, to Target's Sole Shareholder as consideration for the merger contemplated herein.

4.0 Warranties of Target and Parent Corporation. Target and Sole Shareholder, jointly and severally, warrant to Acquiror that, as of the date of this Agreement and on the Effective Date:

4.01 Good Standing. Target is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by Target in the conduct of its business do not require Target's qualification as a foreign entity in any jurisdiction other than the State of California.

4.02 Shareholders and Interests. The authorized shares of Target consist solely of One Hundred (100) shares of voting common stock, zero par value, of which One Hundred (100) shares are issued and outstanding. Sole Shareholder's shares of Target stock are free and clear of all liens, encumbrances, pledges, and claims of every kind. Each share of Target stock validly is authorized and was not issued in violation of the preemptive rights of any person. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind exists that would obligate Target to issue any shares.

4.03 Financial Statements. Sole Shareholder has delivered to Acquiror copies of the actual or *pro forma* balance sheets, income statements, and tax returns for Target since its date of inception in April of 2004. Such financial statements have been prepared in accordance with generally accepted accounting principles; said balance sheets fairly present Target's financial condition as of the dates thereof; and said income statements fairly present the results of Target's operations for the periods therein.

4.04 Title. Target has marketable title to all property and assets listed on its most recent financial statements, whether *pro forma* or otherwise. Such property and assets are free and clear of all liens, encumbrances, pledges, and claims of every kind.

4.05 Authorization. Target has procured all Board, if applicable, and Shareholder approvals necessary to effectuate the merger contemplated by this Agreement.

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5.0 Warranties of Acquiror. Acquiror warrants to Target and Sole Shareholder that, as of the date of this Agreement and on the Effective Date:

5.01 Good Standing. Acquiror is a corporation duly organized and validly existing in good standing under the laws of the State of California, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the assets now owned or leased by Acquiror in the conduct of its business do not require Acquiror's qualification as a foreign entity in any jurisdiction other than the State of California.

5.02 Shareholders and Interests. The authorized shares of Acquiror consist solely of Three Hundred (300) shares of voting common stock, zero par value, of which Three Hundred (300) shares are issued and outstanding. Sole Shareholder's shares of Acquiror stock are free and clear of all liens, encumbrances, pledges, and claims of every kind. Each share validly is authorized and was not issued in violation of the preemptive rights of any person. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind exists that would obligate Acquiror to issue any shares.

5.03 Financial Statements. Acquiror has delivered to Target and Sole Shareholder copies of the actual or *pro forma* balance sheets, income statements, and tax returns for Target since its date of inception in July of 2008. Such financial statements have been prepared in accordance with generally accepted accounting principles; said balance sheets fairly present Acquiror's financial condition as of the dates thereof, and said income statements fairly present the results of Acquiror's operations for the periods therein.

5.04 Title. Acquiror has marketable title to all property and assets listed on its most recent financial statements, whether *pro forma* or otherwise. Such property and assets are free and clear of all liens, encumbrances, pledges, and claims of every kind.

5.05 Authorization. Acquiror has procured all Board, if applicable, and Shareholder approvals necessary to effectuate the merger contemplated by this Agreement.

6.0 Administrative and Other Provisions.

6.01 Additional Documents and Further Assurances. The Parties shall cause to be delivered on the Effective Date, or at such other times and places as they may agree, such additional documents as are reasonably necessary for the purpose of carrying out this Agreement. Acquiror and Target shall exert best efforts in cooperating with such requests and shall direct Officers, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this agreement.

6.02 Income Tax Matters. The Parties agree that they shall treat the instant merger as a non-taxable "*F Reorganization*" within the meaning of Internal Revenue Code Section 368(a)(1)(F) and related statutory provisions and timely shall meet all filing requirements

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applicable to such a transaction. No Party shall report or take any other action inconsistent with such treatment of the merger.

6.03 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and assigns.

6.04 Third Parties. This Agreement does not create any right, claim, or benefit inuring to any entity or person other than the Parties hereto, nor create or establish any third party beneficiary hereto.

6.05 Entire Agreement; Amendment; Severability; Headings; Gender References. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter stated herein and supersedes in all respects any prior or other agreement or understanding between or among the Parties and their respective subsidiaries and affiliates with respect to such subject matter.

No modifications, amendments, or other statements to this Agreement shall be binding on the Parties unless executed in writing and signed by the Party to be bound by such instrument.

If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement and, to that extent, the provisions of this Agreement are intended to be and shall be deemed to be severable.

Headings in this contract are for convenience and reference only and shall not be used to interpret or construe provisions hereunder. All references in this Agreement shall be gender neutral, such that the masculine shall include the feminine and *vice versa*, and neutral references shall encompass both. Where applicable, the singular shall include the plural and *vice versa*.

6.06 Non-Waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

6.07 No Presumptions. Each Party hereto acknowledges that it has had an opportunity to consult with its own legal counsel and either has done so or voluntarily has waived the opportunity to do so. Each Party has participated in the preparation of this Agreement. No Party hereto is entitled to any presumption with respect to the interpretation of any provision hereof or the resolution of any alleged ambiguity herein based on any claim that the other Party hereto drafted or controlled the drafting of this Agreement.

6.08 Governing Law; Venue; Legal Fees. Florida law shall govern this Agreement and all questions arising hereunder, without regard to principles of choice of law or conflict of laws. With respect to any suit, action, or proceeding relating to this Agreement or the transactions contemplated hereby, each Party irrevocably submits to the jurisdiction of the Florida Circuit Courts located in Palm Beach County or the U.S. District Courts for the Southern District of Florida (Palm Beach County Division). Each Party further waives any objection that it may have at any time to the laying of venue for such proceedings in such Circuit Courts,

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waives any claim that such suit, action, or proceeding has been brought in an inconvenient forum, and further waives the right to object to such Circuit Courts' personal jurisdiction over such Party. Each Party hereto expressly and irrevocably waives trial by jury in any suit, action, or proceeding in relation to this Agreement and for any counterclaim therein. In any suit, action, or proceeding to enforce, interpret, or challenge the enforceability of this Agreement, the prevailing Party in such suit, action, or proceeding shall be entitled to its reasonable attorneys' fees, court costs, and all other costs of litigation or other action, through all authorized appeals.

6.09 Execution. This Agreement may be executed in counterparts, and faxed signatures of this Agreement shall constitute an original instrument qualified for admission into evidence in any court or administrative proceeding, through all authorized appeals.

IN WITNESS WHEREOF, The Parties expressly acknowledge and agree to the terms of this AGREEMENT AND PLAN OF MERGER and have duly executed same as of the date first above written.

ACQUIROR—**MOROCCANOIL, INC.,**

a California corporation

By: 

Ofer Tal

As Its: President

ATTEST:

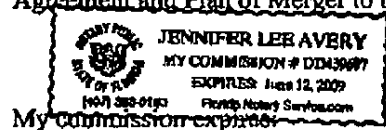
Print: ASHWANI KUMAR MARTHA

[Signature blocks continue on following page.]

STATE OF FLORIDA,
COUNTY OF PALM BEACH

) ss.

On this 20th day of August, 2008, before me personally appeared Ofer Tal, as President of Moroccan Oil, Inc., a California corporation, who is personally known to me or who produced the identification listed below, and who subscribed and swore to the foregoing Agreement and Plan of Merger to be his voluntary act and deed.



Notary Public

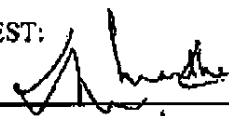
[Signature blocks continue on following page.]

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TARGET—
MOROCCANOIL USA, INC.,
a Florida corporation

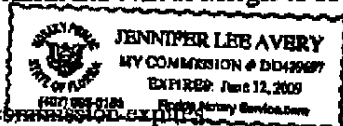
By: 
Ofer Tal

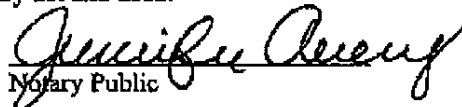
As Its: President

) ATTEST:
) 
)
)
) Print: ASHWANI KUMAR MANTHA
)

STATE OF FLORIDA,
COUNTY OF PALM BEACH) ss.

On this 26th day of August, 2008, before me personally appeared Ofer Tal as President of Moroccanil USA, Inc., a Florida corporation, ~~who is personally known to me or who produced the identification listed below, and who~~ subscribed and swore to the foregoing Agreement and Plan of Merger to be his voluntary act and deed.


JENNIFER LEE AVERY
MY COMMISSION # DD420697
EXPIRES: June 12, 2009
My commission expires


Notary Public