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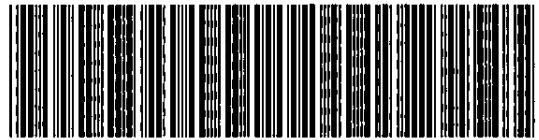
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09 MAY 21 PM 2:19
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Merger
5/21/09
SL

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Raw Beauty, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Roy R. Morris, Esq.
Contact Person

Carr, Morris & Graeff, P.C.
Firm/Company

8300 Boone Blvd., Suite 250
Address

Vienna, Virginia 22182
City/State and Zip Code

rmorris@cmgpc.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Roy R. Morris, Esq. (Counsel) At (703) 288-2900
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
OF
RAW BEAUTY, INC.
(a Florida corporation)

WITH AND INTO

RAW BEAUTY, INC.
(a Delaware corporation)

FILED
09 MAY 21 PM 2:19
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Raw Beauty, Inc. ("**Raw Beauty-DE**"), a corporation organized under the laws of the State of Delaware (the "**Surviving Corporation**"), hereby submits these Articles of Merger for the purpose of merging Raw Beauty, Inc. ("**Raw Beauty-FL**"), a corporation organized under the laws of the State of Florida (the "**Merging Corporation**"), with and into Raw Beauty-DE, a wholly owned subsidiary of Raw Beauty-FL, with Raw Beauty-DE being the surviving corporation (the "**Merger**").

1. The Agreement and Plan of Merger attached hereto as an **Exhibit** sets forth the terms and conditions of the Merger and was duly approved in the manner prescribed by law by the shareholders/stockholders of each of the corporations participating in the Merger.
2. The Merger is permitted by the laws of the State of Delaware and the Surviving Corporation has complied with such laws in effecting the Merger.
3. This Merger shall become effective at 5:00 p.m. eastern standard time on ~~April~~ ^{May} 20, 2009.

Dated: ^{May} ~~April~~ 20, 2009

Raw Beauty Inc.

By: _____

Steven Krane
Chief Operating Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of May 20, 2009, by and between Raw Beauty, Inc., a Florida corporation ("**Raw Beauty-FL**"), and Raw Beauty, Inc., a Delaware corporation and wholly-owned subsidiary of Raw Beauty-FL ("**Raw Beauty-DE**").

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

ARTICLE I

1.1 Merger of Raw Beauty-FL with and into Raw Beauty-DE.

(a) **The Merger.** Subject to the terms of this Agreement and Plan of Merger, Raw Beauty-FL shall be merged with and into Raw Beauty-DE (the "**Merger**").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of a Certificate of Merger with the Delaware Secretary of State and Articles of Merger with the Florida Secretary of State. The time of such filings is referred to as the "**Effective Time**."

(c) **Surviving Corporation.** At the Effective Time, Raw Beauty-FL shall be merged with and into Raw Beauty-DE and the separate corporate existence of Raw Beauty-FL shall thereupon cease. Raw Beauty-DE shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and shall succeed, without other transfer, to all the rights and property of Raw Beauty-FL and shall be subject to all the debts and liabilities of Raw Beauty-FL in the same manner as if the Surviving Corporation had itself incurred them.

1.2 **Effects of the Merger; Additional Actions.** The Merger shall have the effects set forth in § 607.1106 of the Florida Business Corporation Act ("**FBCA**") and § 259 of the Delaware General Corporation Law.

ARTICLE II

2.1 **Certificate of Incorporation of Surviving Corporation.** At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of Raw Beauty-DE immediately prior to the Effective Time, until thereafter duly amended or repealed as provided by applicable law, such Certificate of Incorporation, or the Bylaws of the Surviving Corporation.

2.2 **Bylaws of Surviving Corporation.** At the Effective Time, the Bylaws of the Surviving Corporation shall be the same as the Bylaws of Raw Beauty-DE immediately prior to the Effective Time, until thereafter duly amended or repealed as provided by applicable law, the Certificate of Incorporation, or the Bylaws of the Surviving Corporation.

2.3 Officers and Directors of Surviving Corporation. At the Effective Time, the directors of the Surviving Corporation shall be Steven Krane and Charlton Owensby, and the officers of the Surviving Corporation shall be Steven Krane, Chief Operating Officer and President, and Charlton Owensby, Secretary.

ARTICLE III

3.1 Effect on the Capital Stock.

(a) **Raw Beauty-FL.** At the Effective Time, by virtue of the Merger and without any other action, each share of the capital stock, no par value per share, of Raw Beauty-FL, issued and outstanding immediately prior to the Effective Time shall be exchanged for and converted into **Four Hundred Eighty(480)** fully paid and nonassessable shares of the capital stock of Raw Beauty-DE, par value \$0.001 per share, with equivalent rights and preferences. Each stock certificate of Raw Beauty-FL evidencing ownership of any such shares shall be cancelled and stock certificates of Raw Beauty-DE evidencing the ownership of shares of the capital stock of Raw Beauty-DE shall be issued in accordance with the Stock Split.

(b) **The Surviving Corporation.** The outstanding shares of the Surviving Corporation prior to the Merger shall be cancelled or terminated as of the Effective Time without consideration received in exchange therefor.

(c) **Dissenters' Rights, if applicable.** Notwithstanding any provision herein to the contrary, if for any reason any holder of shares of the capital stock of Raw Beauty-FL shall become entitled to payment of the value of such shares pursuant to the provisions of §607.1301 et. seq. of the FBCA by reason of the transactions contemplated by this Agreement and Plan of Merger, then such holder shall be entitled to receive such payment only and shall not be entitled to receive the consideration described in Section 3.1(a) of this Article III.

3.2 Effect on Indebtedness. At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or of any holder thereof, all convertible indebtedness of Raw Beauty-FL shall be assumed by Raw Beauty-DE, and the equity securities of Raw Beauty-FL issuable upon the conversion of such indebtedness shall be equivalent equity securities of Raw Beauty-DE.

3.3 Effect on Shareholders' Agreement. At the Effective Time, the Shareholders' Agreement, by and among Raw Beauty-FL and its shareholders will be terminated.

3.4 Effect on Agreements and Grants. At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto, all agreements and grants to which Raw Beauty-FL is a party or which inure to be benefit of Raw Beauty-FL will be assumed by Raw Beauty-DE and inure to the benefit of Raw Beauty-DE.

ARTICLE IV

4.1 Termination. Notwithstanding the approval of this Agreement and Plan of Merger by the shareholders/stockholders of Raw Beauty-FL and Raw Beauty-DE, to the extent permitted by law, this Agreement and Plan of Merger may be terminated and abandoned at any

time prior to the Effective Time by mutual consent of the Board of Directors of Raw Beauty-FL and Raw Beauty-DE.

4.2 Amendment. To the extent permitted by law, this Agreement and Plan of Merger may be amended by the Board of Directors of Raw Beauty-FL and Raw Beauty-DE at any time before or after approval hereof by the shareholders/stockholders of Raw Beauty-FL and Raw Beauty-DE but, after such approval, no amendment shall be made which by law requires the further approval of such shareholders/stockholders without obtaining such approval. This Agreement and Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.


ARTICLE V

5.1 Counterparts. This Agreement and Plan of Merger 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.


[The remainder of this page is intentionally left blank.]

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

**Raw Beauty, Inc.,
a Florida corporation**

By: 
Steven Krane
President & Chief Operating Officer

**Raw Beauty, Inc.,
a Delaware corporation**

By: 
Steven Krane
President & Chief Operating Officer