

## Florida Department of State

Division of Corporations

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## MERGER OR SHARE EXCHANGE

ALLERGY RESEARCH GROUP, INC.

Certificate of Status	0
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**ARTICLES OF MERGER**  
**MERGING**  
**NUTRICOLOGY, INC.**  
**WITH AND INTO**  
**ALLERGY RESEARCH GROUP, INC.**

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Pursuant to section 607.1105 of the Florida Business Corporation Act (the "FBCA"), and Section 1108 of the California Corporations Code Allergy Research Group, Inc., a Florida corporation ("ARG") hereby certifies as follows:

**FIRST:** ARG is a corporation organized and existing under the FBCA.

**SECOND:** ARG is the sole owner of all of the outstanding shares of common stock (the "Shares"), of NutriCology, Inc., a California corporation ("NutriCology").

**THIRD:** Attached hereto as Exhibit A is an Agreement and Plan of Merger (the "Merger Agreement"), which has been approved, adopted, executed and acknowledged by ARG and NutriCology, and which sets forth the terms and conditions of the merger of NutriCology with and into ARG.

**FOURTH:** The Merger Agreement and Plan of Merger were adopted by the board of directors of NutriCology on October 13, 2008. Pursuant to Section 607.1104 of the FBCA, because ARG owns at least 80 percent of the outstanding shares of each class of NutriCology's capital stock, approval of the shareholders of NutriCology was not required.

The Merger Agreement and Plan of Merger were adopted by ARG's board of directors on October 13, 2008, and by the requisite vote of ARG's shareholders on October 13, 2008.

The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

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IN WITNESS WHEREOF, ARG and Nutricology have caused these Articles of Merger to be executed by the undersigned, each a duly authorized officer thereof, as of the \_\_\_\_ day of October, 2008.

NUTRICOLOGY, INC.

By: KS Saito  
Name: Kenichi Saito  
Title: Director

ALLERGY RESEARCH GROUP, INC.

By: KS Saito  
Name: Kenichi Saito  
Title: Director

## **EXHIBIT A**

### **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Merger Agreement"), dated as of October 13, 2008, by and between NutriCology, Inc., a California corporation ("NutriCology"), and Allergy Research Group, Inc., a Florida corporation and the sole owner of all of the issued and outstanding shares (the "Shares") of NutriCology ("ARG," and after the Effective Time, as defined below, the "Surviving Corporation").

The parties hereby prescribe the terms and conditions of merger and the mode of carrying the same into effect as follows:

1. **Merger of NutriCology with and into ARG.** Subject to the terms of this Merger Agreement and in accordance with the applicable provisions of the Florida Business Corporations Act (the "FBCA") and the California Corporations Code (the "California Code"), at the Effective Time (as such term is defined in Section 7 of this Merger Agreement) NutriCology shall merge with and into ARG, the separate existence of NutriCology will cease as provided under the applicable provisions of Florida and California state law and ARG shall be the surviving corporation (the "Merger"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges and powers of NutriCology shall vest in ARG and all of the debts, liabilities, obligations and liens of NutriCology shall become debts, liabilities, obligations and liens of ARG.
2. **Approval of Merger.** This Merger Agreement has been authorized and approved by the Board of Directors of NutriCology in accordance with Section 1101 the California Corporations Code (the "California Code") and by ARG as the sole owner of NutriCology in accordance with the FBCA.
3. **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of ARG, until thereafter amended as provided therein and by applicable law.
4. **Bylaws.** At the Effective Time, the Bylaws of the Surviving Corporation shall be the Bylaws of ARG, until thereafter amended as provided therein and by law.
5. **Directors and Officers.** At the Effective Time, the directors and officers of the Surviving Corporation shall be the directors and officers of ARG incumbent as of the date hereof.
6. **Shares.** At the Effective Time, each then issued and outstanding share of NutriCology shall be cancelled without consideration.
7. **Filing, Effective Time.** The Merger shall become effective on such date (the "Effective Time") as (a) this Merger Agreement and Articles of Merger are filed by the parties hereto with the Florida Department of State, Division of Corporations and (b) the appropriate filings are made by the parties hereto under the California Code with the office of the

Secretary of State of the State of California. It is understood that the parties hereto intend that the Effective Time shall occur as of the date of this Merger Agreement, or as soon thereafter as practicable.

8. **Miscellaneous.**

(a) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(b) After the Effective Time, the Surviving Corporation and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to NutriCology's property and rights in the Surviving Corporation and otherwise carry out the purposes of this Merger Agreement in the name of NutriCology or otherwise.

(c) This Merger Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.