

Plan of Merger

For Office Use Only

-FILED-

This Plan of Merger is made and entered into by and between **HOLDINGS, LTD**, a Nevada limited liability company ("Surviving Entity") and **B.BEAUTY LLC**, an Idaho limited liability company ("Merging Entity"). The Merging Entity and the Surviving Entity are sometimes hereinafter referred to collectively as "Constituent Entities."

WITNESSETH:

WHEREAS, the ownership of Surviving Entity is constituted as follows:

Members	Unit
Alexander K. Calaway	50 Units
Brianne C. Calaway	50 Units

WHEREAS, the ownership of Merging Entity is constituted as follows:

Members	Unit
Alexander K. Calaway	50 Units
Brianne C. Calaway	50 Units

WHEREAS, it is advisable and generally for the advantage, welfare, benefit, and in the best interest of the Constituent Entities and their respective owners that Merging Entity merge into and with Surviving Entity under and pursuant to the provisions of Idaho Code Title 30 Chapter 22 *et seq.* and Nevada Revised Statute Chapter 92A.005 through NRS 92A.250, inclusive, in order that the transaction will qualify as a "reorganization" within the meaning of Section 368(a)(1)(f) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants herein contained, the Constituent Entities agree as follows:

- a) **Merger.** Merging Entity shall be and it is hereby merged into Surviving Entity. The Merging Entity hereby approves of the same.
- b) **Surviving Entity.** The separate existence of Merging Entity shall cease; and Surviving Entity shall survive the merger herein contemplated and shall become the owner of all the rights and property of the Constituent Entities, without any other

transfers whatsoever, and shall become subject to all of the debts, obligations, and liabilities of Merging Entity in the same manner as if Surviving Entity had itself incurred all such debts, obligations, and liabilities. The rights of all creditors of and liens on the property of Merging Entity shall not be impaired to any extent whatsoever.

c) **Articles of Organization.** The Articles of Organization of the Surviving Entity shall continue to be its Articles of Organization following the Effective Date.

d) **Operating Agreement.** The Operating Agreement of Merging Entity shall continue to be its Operating Agreement following the Effective Date.

e) **Managers.** The Managers of Surviving Entity on the Effective Date shall continue as the Managers of Surviving Entity for the full unexpired terms of their respective offices until their successors have been duly appointed, elected, or otherwise qualified.

f) **Conversion of Ownership Interests.** Immediately following the Effective Date, each unit of interest standing in the name of each partner of the Merging Entity shall be converted into identical units of interest of the Surviving Entity.

g) **Accounting.** The merger contemplated herein shall be treated as a pooling of interest and, as of the Effective Date, entries shall be made upon the books of Surviving Entity as follows:

i) The assets and liabilities of Merging Entity shall be recorded on the books and records of Surviving Entity in the amounts at which they were carried on the books and records of Merging Entity immediately prior to the Effective Date.

ii) The assets and liabilities of Merging Entity shall hereby be assumed by the Surviving Entity.

h) **Further Instruments and Actions.**

i. From time to time, as and when requested by Surviving Entity or its successors, assigns, or legal representatives, Merging Entity and its Members shall execute and deliver or cause to be executed and delivered such deeds, bills of sale, assignments, and such other instruments or documents as may be required, necessary, or desirable in order to vest and confirm unto Surviving Entity title to and possession of all the property, rights, licenses, privileges, powers, franchises, and other assets of Merging Entity.

ii. Each of the Constituent Entities shall do and perform or cause to be done or performed such other and further acts and shall execute such other and further documents or instruments as may be required, necessary, or desirable to carry out the terms, covenants, conditions, purposes, spirit, and intent of this Plan of Merger.

iii. Termination. This Plan of Merger may be terminated and abandoned by action of the Members of either of the Constituent Entities at any time prior to the filing of this Plan of Merger with the Office of the Secretary of State of Nevada and the Office of the Secretary of State of Idaho.

j) Construction. The captions and paragraph numbers appearing in this Plan of Merger are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs of this Plan of Merger nor in any way affect the terms and conditions hereof. The necessary grammatical changes required to make the provisions of this Plan of Merger apply in a plural or singular sense, where required, or to a particular gender shall, in all instances, be assumed as though in each case fully expressed.

k) Modification. No modification, alteration, amendment, change, addition, or waiver of any of the terms, covenants, or conditions hereof shall be effective unless reduced to writing and duly executed by the parties.

l) Partial Invalidity. If any term, covenant, or condition of this Plan of Merger or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Plan of Merger or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Plan of Merger shall be valid and enforced to the fullest extent permitted by law.

m) Applicable Law. The laws of the State of Nevada shall govern the validity, performance, and enforcement of this Plan of Merger.

n) Effective Date. This Plan of Merger shall become effective immediately upon compliance with the laws of the State of Nevada and the State of Idaho including, without limitation, the filing of this Plan of Merger in the Office of the Secretary of the State of Nevada and the Office of the Secretary of State of Idaho ("Effective Date"), it being recognized and understood that the Constituent Entities are sister entities (the membership and portions of ownership being identical) and that most transactions involving or affecting Merging Entity have been carried on the books and records of Surviving Entity.

//
//
//
//
//
//
//
//
//

CALAWAY HOLDINGS, LTD, a Nevada limited liability company,

Member:

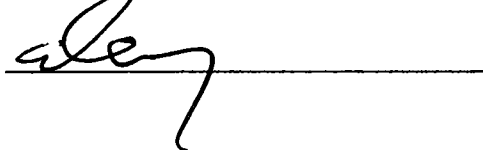
Alexander K. Calaway

Handwritten signature of Alexander K. Calaway in black ink, written over a horizontal line.

B.BEAUTY LLC, an Idaho limited liability company,

Member:

Alexander K. Calaway

Handwritten signature of Alexander K. Calaway in black ink, written over a horizontal line.


Member:

Brianne C. Calaway

Handwritten signature of Brianne C. Calaway in black ink, written over a horizontal line.

Member:

Brianne C. Calaway

Handwritten signature of Brianne C. Calaway in black ink, written over a horizontal line.