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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE**

**AGAX/VLI ACQUISITION CORPORATION**

Certificate of Status	0
Certified Copy	0
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Merger

9/2/04

DC 9/1/2004

**GREENBERG**  
ATTORNEYS AT LAW  
**TRAURIG**

**Transmittal Cover Sheet**

**TO** Florida Secretary of State  
ATTN: Theresa

**Company** Division of Corporations

**Fax Number** (850) 205-0380

**Phone Number**

**FROM** Heather Irving

**File Number** 68538.010100

**Comments** Re: H0400079759 3

Attached please find Articles of Merger between Vitarich Laboratories, Inc. and AGAX/VLI Acquisition Corporation submitted YESTERDAY for filing. We really need September 1, 2004 filing date, please.

**Date** September 2, 2004

**Time**

**No. Pages** Including this cover sheet 14

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450 South Orange Avenue, Suite 650, Orlando, Florida 32801 (407) 420-1000 Fax (407) 420-5909

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**ARTICLES OF MERGER**

of

**VITARICH LABORATORIES, INC.**

(a Florida corporation)

with and into

**AGAX/VLI ACQUISITION CORPORATION**

(a Delaware corporation)

To the Secretary of State  
State of Florida

Pursuant to the provisions of Section 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of merger:

1. The Plan of Merger, dated as of August 31, 2004 (the "Plan of Merger"), by and among VITARICH LABORATORIES, INC., a Florida corporation ("Merged Corporation"), and AGAX/VLI ACQUISITION CORPORATION, a Delaware corporation ("Surviving Corporation"), a true and correct executed copy of which is attached hereto and made a part hereof as Exhibit A, provides that Merged Corporation shall merge with and into the Surviving Corporation, and that the Surviving Corporation shall be the surviving entity after the Effective Date of the merger (as defined below).

2. The Plan of Merger was duly adopted by the sole shareholder of the Merged Corporation on August 31, 2004, and by the sole stockholder of the Surviving Corporation on June 24, 2004.

3. The merger herein provided for shall take effect at the effective date and time of the filing of these Articles of Merger with the Secretary of State of the State of Florida (the "Effective Date").

*[Signature page follows]*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf as of August 31, 2004.

VITARICH LABORATORIES, INC.

By:   
Kevin J. Thomas, Chief Executive Officer

AGAX/VLI ACQUISITION  
CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**IN WITNESS WHEREOF**, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf as of August 31, 2004.

**VITARICH LABORATORIES, INC.**

By: \_\_\_\_\_  
Kevin J. Thomas, Chief Executive Officer

**AGAX/VLI ACQUISITION  
CORPORATION**

By: \_\_\_\_\_  
Name: Haywood Miller  
Title: VP & Sec.

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**EXHIBIT A**

**PLAN OF MERGER**

THIS PLAN OF MERGER, made as of this 31st day of August, 2004, by and between KEVIN J. THOMAS ("Thomas"), VITARICH LABORATORIES, INC., a Florida corporation (the "Company"), ARGAN, INC., a Delaware corporation ("Parent"), and AGAX/VLI ACQUISITION CORPORATION ("Subsidiary"), a Delaware corporation and a 100% subsidiary of Parent.

**INTRODUCTORY STATEMENT**

A. Thomas collectively owns one hundred (100) shares of capital stock of the Company, which shares constitute all of the issued and outstanding capital stock (the "Stock") of the Company.

B. The Company is in the business of formulating, packaging and distributing whole food dietary, herbal and nutritional supplements and related products, which are marketed globally to retail, wholesale and private label customers, including network marketing companies, health food stores, mass merchandisers, drug stores, food stores, and Internet and mail-order companies.

C. Parent has agreed with Thomas for Parent to acquire the Company by means of a merger of the Company with and into Subsidiary, upon the terms and subject to the conditions set forth herein.

D. In furtherance of such acquisition, the Boards of Directors of Parent, Subsidiary and the Company have each approved the plan of merger to merge the Company with and into Subsidiary (the "Merger") in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Florida General Corporation Law ("FGCL"), and upon the terms and subject to the conditions set forth here in.

E. Pursuant to the Merger, the record holders of each outstanding share of the Company's common stock shall be entitled to receive the Merger Consideration (as defined in Section 2) so that upon receipt of the Merger Consideration, such share of the Stock shall be cancelled, all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

**DEFINITIONS**

The following terms when used in this PLAN OF MERGER shall have the following meanings:

"Accounts Receivable" means accounts receivable, notes due from all sources of the Company, and credits for returned or damaged merchandise.

"Act" shall mean the Securities Act of 1933, as the same has been and shall be amended from time to time.

"Additional Capital Subscription Price" shall have the meaning set forth in Section 2.8 hereof.

"Additional Cash Consideration" shall have the meaning set forth in Section 2.4 hereof.

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"Additional Cash Consideration" shall have the meaning set forth in Section 2.4 hereof.

"Additional Consideration" shall have the meaning set forth in Section 2.4 hereof.

"Additional Consideration Payment Date" shall have the meaning set forth in Section 2.4 hereof.

"Additional Stock Consideration" shall have the meaning set forth in Section 2.4 hereof.

"Adjusted EBITDA of the Company" means earnings of the Company for the designated period determined in accordance with GAAP, adjusted by (i) adding back all deductions taken in determining such number, if any, for (A) interest expense, (B) income taxes, (C) depreciation, (D) amortization, (E) total compensation payable to Thomas, and (F) certain non-recurring expenses that are presented by the Company and approved by Parent, as confirmed by audited financial statements, and by (ii) subtracting the annual base salary agreed to by Thomas for the three year term of the Thomas Employment Agreement (as defined below).

"Adverse Consequences" means all material actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and expenses, net of all tax savings and insurance proceeds actually received by an Indemnitee with respect to any of the foregoing.

"Agreement" means this PLAN OF MERGER.

"Ancillary Facilities" and "Ancillary Facilities Leases" shall have the meanings set forth in Section 4.9 hereof.

"Argan" shall mean Parent, Argan, Inc., a Delaware corporation, with its principal offices located at One Church Street, Suite 302, Rockville, Maryland 20850, and its successors and assigns.

"Argan January 2005 Audit" shall mean the audited financial statements of Argan for the twelve (12) month period ending January 31, 2005, prepared in accordance with GAAP by the accounting firm of Ernst & Young, or such other accounting firm designated by Parent.

"Argan Stock" shall mean the authorized capital stock of Argan.

"Certificate of Merger" has the meaning set forth in Section 1.2 below.

"Closing" means the transfer of the Stock to Subsidiary and the payment of the Initial Consideration to Thomas pursuant to this Agreement.

"Closing Balance Sheet" shall mean the audited balance sheet and profit and loss statement of the Company for the period ending as of the Closing Date, presented on an accrual basis for a C corporation, prepared in accordance with GAAP by the Company's Regular CPA, and accepted by the accounting firm of Ernst & Young.

"Closing Date" means the date of Closing, established under Section 3 of this Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

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"Company" means Vitarich Laboratories, Inc., and all of its subsidiaries (unless the context clearly indicates otherwise), for all references prior to the Merger, and the Subsidiary, which will conduct the business of Vitarich Laboratories, Inc., after the Merger.

"Company's Regular CPA" means the accounting firm of Davidson & Nick, Certified Public Accountants, the Company's regular independent certified public accountant

"DGCL" has the meaning set forth in the introductory statement.

"December 2003 Audit" shall mean the audited financial statements of the Company for the twelve (12) month period ending December 31, 2003, presented on an accrual basis for a C corporation, prepared in accordance with GAAP by the Company's Regular CPA, and acceptable to the accounting firm of Ernst & Young.

"Environmental, Health, and Safety Laws" means the United States Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Occupational Safety and Health Act of 1970, each as amended, together with all other laws (including rules, regulations, codes, and judicial decisions thereunder of federal, state, local, and foreign governments and all agencies thereof) concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of Hazardous Materials into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials.

"Equipment Lease Assignments" shall have the meaning set forth in Section 6.17 hereof.

"Extremely Hazardous Substance" has the meaning set forth in Section 302 of the Emergency Planning and Community Right-to-Know Act of 1986, as amended.

"EGCL" has the meaning set forth in the introductory statement above.

"Filing Date" shall have the meaning set forth in Section 1.2 hereof.

"Financial Statements" means collectively (i) the December 2003 Audit, (ii) the audited consolidated financial statements of the Company for the Company's fiscal year ending December 31, 2002, (iii) the internally generated consolidated financial statements of the Company for the three (3) month period ending as of March 31, 2004 and the six (6) month period ending as of June 30, 2004, including appropriate adjustments of balance sheet reserves for accounts receivable and tax accruals, and to properly value inventory, to appropriate operating levels, as reviewed by the Company's Regular CPA, and accepted by the accounting firm of Ernst & Young, or such other accounting firm designated by Parent, and (iv) the Closing Balance Sheet, including in all cases the notes thereto, prepared by the Company's Regular CPA, and accepted by the accounting firm of Ernst & Young, or such other accounting firm designated by Parent. The Financial Statements shall be prepared in accordance with GAAP and shall be presented on an accrual basis for a C corporation.

"February 28, 2005 Financial Statements" shall mean the consolidated financial statements of the Company for the twelve (12) month period ending February 28, 2005, prepared no later than May 1, 2005 in accordance with GAAP by the Company's Regular CPA and accepted by the accounting firm of Ernst & Young, or other accounting firm designated by Parent, and presented on an accrual basis for a C corporation, which financial statements shall be audited (the cost of which shall be borne one-half by Thomas and one-half by Parent) unless Thomas and Parent otherwise agree.

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"GAAP" shall mean generally accepted accounting principles, consistently applied.

"Guaranteed Equipment Leases" shall have the meaning set forth in Section 5.11 hereof.

"Hazardous Materials" shall include, without limitation, any pollutants or other toxic or hazardous substances or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed), oil or petroleum flammable materials, explosives, radioactive materials, hazardous waste, hazardous or toxic substances, or related materials, asbestos requiring treatment as a matter of law, or any other substance or materials defined as hazardous or harmful, or requiring special treatment or special handling by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Occupational Safety and Health Act of 1970 and the regulations adopted and publications promulgated pursuant thereto.

"Initial Consideration" shall have the meaning set forth in Section 2.3 hereof.

"Initial Cash Consideration" shall have the meaning set forth in Section 2.3(a) hereof.

"Initial Stock Consideration" shall have the meaning set forth in Section 2.3(a) hereof.

"Main Facility" and "Main Facility Lease" shall have the meanings set forth in Section 4.9(b) hereof.

"Main Facility Lease Assignment" shall have the meaning set forth in Section 6.16 hereof.

"Manley Stock Purchase Agreement" shall have the meaning set forth in Section 4.5(h).

"Merger" means the merger of the Company into Subsidiary.

"Merger Consideration" means the aggregate consideration set forth in Section 2 hereof.

"Net Worth" shall mean the total assets of the Company, reduced by any value placed on the intangible assets of the Company, including, but not limited to, goodwill, less the total liabilities of the Company as those terms are shown on the Closing Balance Sheet.

"Parent's Indemnification Threshold" shall have the meaning set forth in Section 10.5.

"Restrictive Period" shall have the meaning set forth in Section 8.1.

"SEC" shall have the meaning set forth in Section 2.5.

"Stock" shall mean all of the authorized issued and outstanding capital stock of the Company, including all warrants, options, convertible securities or rights (contingent or otherwise) to purchase or acquire stock of the Company.

"Surviving Corporation" has the meaning set forth in Section 1.1 below.

"Subsidiary" has the meaning set forth in the preface above.

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"Supply Agreement" shall have the meaning set forth in Section 3.3 hereof.

"Thomas" shall mean Kevin J. Thomas, a stockholder, officer and director of the Company and a signatory to this Agreement.

"Thomas Employment Agreement" shall mean the employment agreement to be entered into by Thomas and the Company pursuant to Section 6.6 below.

"Thomas's Indemnification Threshold" shall have the meaning set forth in Section 9.3.

#### SECTION 1 THE MERGER

1.1 Effective Time. On the Closing Date (as defined in Section 3), and subject to and upon the fulfillment or waiver of the terms and conditions of this Agreement, the DGCL and the FGCL, Parent shall acquire the Company by means of the Company being merged with and into Subsidiary, whereby the separate corporate existence of the Company shall cease, and Subsidiary shall continue as the surviving corporation. Subsidiary as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Certificate of Merger. On the Closing Date, assuming satisfaction or waiver of the conditions set forth in Section 6, the parties hereto shall cause the Merger to be consummated by filing Certificates of Merger as contemplated by the DGCL and the FGCL (the "Certificates of Merger"), together with any required related certificates, with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively, in such form as required by, and executed in accordance with the relevant provisions of, the DGCL and the FGCL. The date of filing of the respective Certificates of Merger shall be deemed the "Filing Date."

1.3 Effect of the Merger. Upon the consummation of the Merger, the effect of the Merger shall be as provided in this Agreement, the Certificates of Merger and the applicable provisions of the DGCL and the FGCL. Without limiting the generality of the foregoing, and subject thereto, upon the consummation of the Merger all the property, rights, privileges, powers and franchises of the Company and Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

#### 1.4 Certificate of Incorporation, By-Laws.

(i) Certificate of Incorporation. Unless otherwise determined by Parent prior to the Closing Date, upon the consummation of the Merger, the Certificate of Incorporation of Subsidiary, as in effect immediately prior to the consummation of the Merger, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with the DGCL and such Certificate of Incorporation.

(ii) By-Laws. Unless otherwise determined by Parent prior to the consummation of the Merger, the By-Laws of Subsidiary, as in effect immediately prior to the Closing Date, shall be the By-Laws of the Surviving Corporation until thereafter amended in accordance with the DGCL, the Certificate of Incorporation of the Surviving Corporation and such By-Laws.

#### 1.5 Officers. The officers of the Surviving Corporation shall be:

Rainer Bosselmann

Chairman of the Board

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Kevin J. Thomas	Senior Operating Executive
Gerry David	President
Craig Woldinger	Executive Vice President
Haywood Miller	Vice President and Secretary
Arthur Trudel	Vice President, Treasurer and Chief Financial Officer, and
Steve Ashkinos	Vice President-Finance,

in each case until their respective successors are duly elected or appointed and qualified.

## SECTION 2

### MERGER CONSIDERATION

2.1 Conversion of Stock of Company. As of the Filing Date, each share of Stock issued and outstanding as of the Closing Date, shall by virtue of the merger and without any action on the part of the holder thereof, be converted into the right to receive an amount per share in Argan Stock and in cash, without interest, determined in accordance with the following provisions of this Section 2.

2.2 Merger Consideration. The total merger consideration to be paid by Parent to Thomas (the "Merger Consideration") shall be an amount equal to the sum of the Initial Consideration, determined and paid in accordance with Section 2.3, and the Additional Consideration, determined and paid in accordance with Section 2.4; and each share of Stock shall be entitled to receive a sum equal to the Merger Consideration divided by the total number of shares of the Stock.

#### 2.3 Initial Consideration.

(a) The Initial Consideration shall be an amount equal to \$12,443,750, which shall be paid at Closing (i) \$6,050,000 in cash, wire transfer or certified funds (the "Initial Cash Consideration"); and (ii) through the issuance of 825,000 shares of Argan Stock (the "Initial Stock Consideration"), subject to adjustment in accordance with Section 2.3(b). The parties acknowledge and agree that the closing price of Argan Stock on August 30, 2004 was \$6.00 per share. Notwithstanding that fact, for purposes of this Section 2.3(a), the value of each share of Argan Stock shall be Seven and 75/100 Dollars (\$7.75), subject to adjustment as set forth in Section 2.8 below.

(b) Notwithstanding anything to the contrary contained in Section 2.3(a), in the event the Net Worth of the Company as of the Closing Date, as set forth on the Closing Balance Sheet, is less than \$1,200,000, then such deficiency shall reduce, dollar for dollar, the Initial Consideration paid to Stockholders pursuant to Section 2.3(a) hereof, which reduction, if any, shall be allocated proportionately to the Initial Cash Consideration and the Initial Stock Consideration. To enable all parties to determine the Net Worth of the Company as of the Closing Date, Thomas shall cause a preliminary unaudited version of the Closing Balance Sheet to be delivered to Parent within ten (10) business days of Closing and the Closing Balance Sheet to be delivered to Parent within sixty (60) calendar days of Closing. Upon the determination of the adjustment to the Initial Consideration pursuant to this Section 2.3(b), the amount by which the Initial Consideration has been reduced, if any, shall be repaid by Thomas to Parent in proportionate amounts of cash and Argan Stock, with the value of the Argan Stock as set forth in Section 2.3(a) within ten (10) days of Parent's written notice to Thomas of such determination. In addition, Parent shall have the right to charge any such unpaid amounts against the Additional Consideration otherwise payable to Thomas pursuant to Section 2.4 in equal amounts of cash and Argan Stock, with the value of the Argan Stock as set forth in Section 2.3(a).

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2.4 Additional Consideration. In addition to the Initial Consideration, Thomas shall have the right to receive additional consideration (the "Additional Consideration") equal to (a) 5.5 times the Adjusted EBITDA of the Company based on the February 28, 2005 Financial Statements, (b) less the Initial Consideration (provided, however, that in no event shall the Additional Consideration be less than zero or require repayment by Thomas to Parent of any portion of the Initial Consideration), which Additional Consideration, if any, shall be paid by Parent on or before the date that is thirty (30) days following the completion of (i) the Argan January 2005 Audit, and (ii) the February 28, 2005 Financial Statements (the "Additional Consideration Payment Date"), such amount to be paid fifty percent (50%) in cash, wire transfer or certified funds (the "Additional Cash Consideration"), and fifty percent (50%) through issuance of Argan Stock (the "Additional Stock Consideration"). For purposes of determining the number of shares of Argan Stock to be issued to Thomas pursuant to this Section 2.4, the value of each share of Argan Stock shall be Seven and 75/100 Dollars (\$7.75).

2.5 Registration. Parent and Thomas shall enter into a registration rights agreement in substantially similar form as attached hereto as Exhibit 2.5, with respect to (i) Argan Stock issued as a part of the Initial Consideration, and (ii) Argan Stock issued as a part of the Additional Consideration (the "Registration Rights Agreement").

2.6 Stock Certificates. Stock certificates issued as part of the Initial Stock Consideration or as part of the Additional Stock Consideration shall be accompanied by any documents necessary to permit the transfer agent to transfer shares of Argan Stock as directed by the selling Stockholder.

2.7. Shareholder Loans. Parent shall pay to Thomas in cash at Closing, in full satisfaction of all loans made by Thomas to the Company, the then full outstanding balance of all such loans, which amount shall be not greater than \$507,514 as of the Closing Date. Such loans are evidenced by a promissory note, a full and complete copy of which is attached hereto as a part of Schedule 4.19(a).

2.8 Adjustment to Initial Stock Consideration. Notwithstanding anything to the contrary contained in Section 2.3(a), in the event that, between the Closing Date and the Additional Cash Consideration Payment Date, Parent raises additional capital by issuance of Argan Stock pursuant to a public or private offering for a price less than Seven and 75/100 Dollars (\$7.75) per share (the "Additional Capital Subscription Price"), then the number of shares of Argan Stock issued to Thomas as the Initial Stock Consideration pursuant to the Section 2.3(a) above shall be adjusted to the number of shares of Argan Stock that would have been issued at Closing had the value of each share of Argan Stock been the Additional Capital Subscription Price, and Parent shall issue to Thomas on the Additional Consideration Payment Date the number of additional shares of Argan Stock that would have been issued as a part of the Initial Stock Consideration at Closing had the value of Argan Stock been the Additional Capital Subscription Price.

### SECTION 3 CLOSING

The Closing of the Merger shall occur at the offices of Parent, One Church Street, Suite 302, Rockville, Maryland 20850, at 2:00 p.m. on the 31st day of August, 2004, or at such other time, date and place as Parent and Stockholders may agree (the "Closing Date"). At the Closing:

#### 3.1 Cancellation.

(a) Upon filing of the Certificates of Merger, each share of the Stock shall be canceled and shall thereafter evidence only the right to receive a pro rata share of the Merger Consideration.

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(b) Upon filing of the Certificates of Merger, each share of the Stock held in the treasury of the Company and each share of Stock owned directly or indirectly by any wholly owned subsidiary of the Company immediately prior to the consummation of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to be outstanding, be canceled and retired without payment of any consideration therefor and cease to exist.

3.2 Delivery of Cash and Certificates.

(a) Exchange Procedures. As of the Filing Date, upon surrender of the certificates representing shares of the Stock (the "Certificates") for cancellation to Parent together with such other customary documents as may be required to transfer the Stock, subject to the provisions of Section 2.3 above, the holders of such Certificates shall be entitled to receive in exchange therefor their pro rata share of the Merger Consideration, and the Certificates so surrendered shall forthwith be canceled. Each outstanding Certificate that, prior to the Closing Date, represented shares of the Stock will be deemed from and after the Closing Date, for all corporate purposes, to evidence the right to receive a pro rata share of the Merger Consideration into which such shares of the Stock shall have been so converted.

(b) No Liability. Neither Parent, Subsidiary, nor the Company shall be liable to any holder of the Stock for any Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

3.3 Supply Agreement. In addition, at the Closing, Subsidiary shall enter into a product supply agreement with Vitarich Farms, Inc., a Florida corporation ("Vitarich Farms"), which harvests and processes powdered vegetable grains, such supply agreement to contain mutually agreeable terms and conditions (the "Supply Agreement").

3.4 Circulation of Documents. Notwithstanding anything to the contrary herein contained, the parties anticipate that they will conduct the Closing by circulation of faxed copies of executed documents with hard copies to follow. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger on the day and year first above written.

**ARGAN, INC.**

By: /s/ Rainer Bosselman

Title: Chairman and CEO

**VITARICH LABORATORIES, INC.**

By: /s/ Kevin J. Thomas  
Chief Executive Officer

/s/ Kevin J. Thomas  
**KEVIN J. THOMAS**

**AGAX/VLI ACQUISITION  
CORPORATION**

By: /s/ Haywood Miller

Title: Vice President

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