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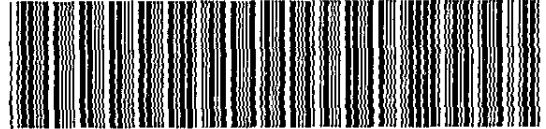
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DEPT. OF REVENUE
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TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

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CORPORATION SERVICE COMPANY*

ACCOUNT NO. : 072100000032

REFERENCE : 942224 4367530

AUTHORIZATION :

COST LIMIT : \$ PPD

FILED
04 OCT 26 AM 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : October 25, 2004

ORDER TIME : 9:43 AM

ORDER NO. : 942224-005

CUSTOMER NO: 4367530

CUSTOMER: Joan A. Kolesarek, Legal Asst
Danna Mckitrick
4th Floor
150 North Meramec
St. Louis, MO 63105

ARTICLES OF MERGER

VENGANZA S.A., LLC

INTO

VENGANZA, INCORPORATED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Justin Cheshire

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 608.4381, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1.	Venganza S.A., LLC 822 S.W. 50 th Way Gainesville, Florida 32607	Florida	Limited Liability Company

Florida Document/Registration Number: L02000015557
FEI Number: 03-0484255

2.	Venganza, Incorporated 893 North Warson Road St. Louis, Missouri 63141	Missouri	Corporation
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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
	Venganza, Incorporated 893 North Warson Road St. Louis, Missouri 63141	Missouri	Corporation

THIRD: The attached Plan of Merger meets the requirements of Section 608.438, Florida Statutes, and was approved by each domestic limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entity that is party to the merger in accordance with the respective laws of its applicable jurisdiction.

FIFTH: The surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting members of each domestic limited liability company that is a party to the merger.

SIXTH: The surviving entity agrees to pay the dissenting members of each limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section 608.4384, Florida Statutes.

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TALLAHASSEE, FLORIDA

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Articles of Organization of any limited liability company that is a party to the merger.

EIGHTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State.

NINTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

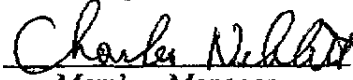
TENTH: Signatures for each party:


Name of Entity

Signature

Printed Name of Individual

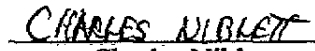
Venganza S.A., LLC


Member-Manager


Charles Niblett

Venganza, Incorporated


President


Charles Niblett

7616-0104: Venganza S.A., LLC/General

PLAN OF MERGER

This Plan of Merger ("Plan") is agreed to by the parties hereto and made effective this 21 day of October, 2004 ("Effective Date") by and between **Venganza S.A., LLC**, a Florida limited liability company ("LLC"), and **Venganza, Incorporated**, a Missouri corporation ("Corporation" or "Surviving Entity"). The LLC and Corporation are sometimes collectively referred to herein as the "Constituent Entities" or "Parties." The following Plan of Merger, which was adopted and approved by the Parties to the merger in accordance with applicable Florida and Missouri Statutes, and is being submitted in accordance with Florida section 608.438.

WHEREAS, Venganza S.A., LLC is a limited liability company organized and existing under the laws of the State of Florida, being organized on June 2, 2002 and having issued 5,000,000 ownership units; and

WHEREAS, Venganza, Incorporated is a corporation organized and existing under the laws of the State of Missouri, being incorporated on October 18, 2004 and having an authorized capital stock of 10,000,000 shares of common stock, \$.01 par value, of which 10,000 shares are issued and outstanding; and

WHEREAS, Venganza S.A., LLC desires to merge with and into Venganza, Incorporated, a Missouri corporation, the surviving entity to this merger; and

WHEREAS, pursuant to the terms and conditions hereinafter set forth, the ownership units of LLC shall be converted into shares of Corporation, 3,750,000 shares of which shall be issued immediately upon the effective date of this Agreement;

NOW, THEREFORE, in good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, and, for the purpose of setting forth the terms and conditions of this merger, the mode of carrying the same into effect, the manner and basis of converting the interests of each Constituent Entity into interests of the surviving corporation and such other details and provisions as are deemed necessary or desirable to the ratification of this Agreement by the MO Corporation's Board of Directors, and the approval of the shareholders and members of each Constituent Entity, as evidenced by their affirmative votes in support of this merger, the Parties have agreed, and do hereby agree, as follows:

Article I

MERGER AND NAME OF SURVIVING ENTITY

A. On the Effective Date, LLC shall be merged with, and into Corporation, which is hereby designated the "Surviving Entity", which shall continue its corporate existence as Venganza, Incorporated, a corporation incorporated under the laws of the State of Missouri.

Article II

TERMS AND CONDITIONS OF MERGER

The terms and conditions of the merger are as follows:

A. On the Effective Date:

(1) The Constituent Entities shall become single entity, which shall be Venganza, Incorporated, a corporation incorporated under the laws of the State of Missouri, and the entity designated herein as the Surviving Entity;

(2) The separate existence of Venganza S.A., LLC, a limited liability company organized under the laws of the State of Florida shall cease;

(3) The Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises possessed by each of the Constituent Entities and shall be subject to all restrictions, disabilities, and duties of each of such Constituent Entities to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities, and duties are applicable to the form of existence of the surviving entity;

(4) All rights, causes of action, property and assets of whatsoever kind or description whether real, personal, tangible, or intangible, of each of the constituent entities, and all debts due on whatever account to any of them, shall be taken and deemed to be transferred to and vested in the Surviving Entity;

(5) Title to all real or personal property and any interest therein vested in any Constituent Entity shall not revert or be in any way impaired by reason of such merger;

(6) The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of each of the Constituent Entities, including liabilities arising out of the rights of dissenters, and any claim existing or action or proceeding by or against any Constituent Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the action;

(7) Neither the rights of creditors nor any liens on the property of any Constituent Entity shall be impaired by the merger;

(8) The interests, shares, or their equivalent, in each Constituent Entity, that are to be converted or exchanged into interests, shares, or other securities, cash, obligations, or other property under the terms of this Plan shall be so converted;

**Article III
MANNER AND BASIS OF CONVERTING INTERESTS**

The manner and basis of converting the interests of each Constituent Entity into interests of the Surviving Entity and the mode of carrying the merger into effect are as follows:

A. Each membership unit of LLC outstanding on the Effective Date shall be converted into .748 shares of common stock of the Surviving Entity without any action on the part of the holder thereof.

Article IV
AMENDMENTS TO ORGANIZATIONAL DOCUMENTS

A. No such amendments or changes to the organizational documents of the Surviving Entity are desired.

Article V
APPROVAL AND EXECUTION OF THE MERGER

A. The merger shall become effective when all the following actions shall have been taken:

(1) This Plan of Merger shall be adopted and approved on behalf of each Constituent Entity in accordance with the laws of the States of Florida and Missouri; and

(2) A Plan of Merger, setting forth the information required by, is executed and verified in accordance with the laws of the States of Florida and Missouri.

B. This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto. However, this Plan may be terminated at any time prior to the Effective Date upon action thereon by the members or shareholders of the Constituent Entities, by mutual consent of the Constituent Entities, expressed by action of their respective Member-Managers or Board of Directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
2nd day of October, 2004.

Venganza S.A., LLC

by: Charles Niblett
Charles Niblett, Member-Manager

Venganza, Incorporated

by: Charles Niblett
Charles Niblett, President

Attested to:

by: Charles Niblett
Charles Niblett, Secretary

STATE OF Fla. da)
) SS
County of St Johns)

On this 21 day of October, 2004, Charles Niblett came personally before me, and, to me being personally known, and being duly sworn upon his oath by me, did depose and say that he a Member-Manager of Venganza S.A., LLC, a Florida limited liability company, and President of Venganza, Incorporated, a Missouri corporation, the Constituent Entities described in the foregoing instrument, and thereafter, he executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said Entity.

Paul Basso
Notary Public

My Commission Expires: 3-4-08



Paul Basso
Commission #DD296553
Expires: Mar 04, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

7616-0104: Venganza S.A., LLC/General: 131267.doc