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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

AGRIPOST, LLC

Certificate of Status	0
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\$9000

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**ARTICLES OF MERGER
BY AND BETWEEN
AGRIPOST, INC.
A FLORIDA CORPORATION,
AND
AGRIPOST, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

The following Articles of Merger are being submitted in accordance with Sections 607.1109 and 608.4382, Florida Statutes.

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

Agripost, Inc.
Address: 1714 Hoban Rd. N.W., Washington, DC, 20007
Jurisdiction: Florida
Entity Type: Corporation
Florida Document Number: 580598
FEIN: 59-1917071

Agripost, LLC
Address: 1714 Hoban Rd. N.W., Washington, DC, 20007
Jurisdiction: Florida
Entity Type: Limited Liability Company
Florida Document Number: L04000048503
FEIN: 20-1314274

SECOND: The exact name, street address of its principal office, jurisdiction, entity type, Florida Document Number and FEIN of the surviving party are as follows:

Agripost, LLC
Address: 1714 Hoban Rd. N.W., Washington, DC, 20007
Jurisdiction: Florida
Entity Type: Limited Liability Company
Florida Document Number: L04000048503
FEIN: 20-1314274

THIRD: The attached Plan of Merger meets the requirements of Sections 607.1108 and 608.438, Florida Statutes, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the Plan of Reorganization (as defined in the Plan of Merger) and Order Confirming Plan (as defined in the Plan of Merger) and Chapter 608, Florida Statutes.

FOURTH: The merger is permitted under the Plan or Reorganization and Order Confirming Plan and the respective laws of all applicable jurisdictions and is not prohibited by the Articles of Organization of the limited liability company that is a party to the merger.

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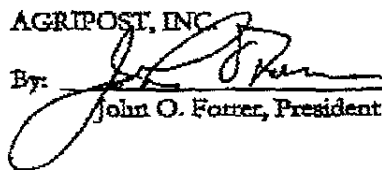
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FIFTH: The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

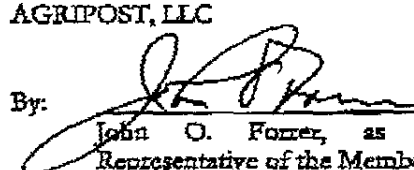
Dated: June 27, 2004.

AGRIPOST, INC.

By: 

John O. Forrer, President

AGRIPOST, LLC

By: 

John O. Forrer, as an Authorized Representative of the Member

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**PLAN OF MERGER
OF
AGRIPOST, INC.
A FLORIDA CORPORATION,
INTO
AGRIPOST, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with the Plan of Reorganization filed with the United States Bankruptcy Court, Southern District of Florida dated March 21, 1994 attached hereto as Exhibit "A" (the "Plan of Reorganization") and the Order Confirming Plan of the United States Bankruptcy Court, Southern District of Florida dated July 5, 1994, attached hereto as Exhibit "B" (the "Order Confirming Plan") and Section 608.4381, Florida Statutes, is being submitted in accordance with Sections 607.1108 and 608.438, Florida Statutes.

FIRST: The name and state of incorporation of each of the constituent companies (the "Constituent Entities") of the merger (the "Merger") is as follows:

NAME	STATE OF INCORPORATION
Agripost, Inc. 1714 Hoban Rd. N.W. Washington, DC 20007	Florida
Agripost, LLC 1714 Hoban Rd. N.W. Washington, DC 20007	Florida

SECOND: The surviving entity of the Merger is Agripost, LLC, a Florida limited liability company (the "Surviving Entity").

THIRD: The merger shall be effective as of the filing of the Articles of Merger with the Florida Department of State (the "Effective Time").

FOURTH: The terms and conditions of the Merger and the manner and basis of converting the shares of the Constituent Entities is as follows:

(a) Corporate Existence

- (1) From and after the Effective Time, the Surviving Entity shall continue its existence as a Florida limited liability company and (i) it shall thereupon and thereafter possess all rights, privileges, powers, franchises and property (real, personal and mixed) of each of the Constituent Entities; (ii) all debts due to either of the Constituent

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Entities, on whatever account, all causes in action and all other things belonging to either of the Constituent Entities shall be taken and deemed to be transferred to and shall be vested in the Surviving Entity by virtue of the Merger without further act or deed; (iii) the title to any real estate vested by deed or otherwise, under the laws of any jurisdiction, in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger; and (iv) subject to the terms and conditions of the Plan of Reorganization and the Order Confirming Plan all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

(2) From and after the Effective Time, (i) the Articles of Organization and Operating Agreement of the Surviving Entity, as existing as of the Effective Time, shall be the Articles of Organization and Operating Agreement of the Surviving Entity subject to amendments adopted herein, if any, and any subsequent amendments; and (ii) the managers of the Surviving Entity holding office immediately prior to the Effective Time shall be the managers of the Surviving Entity, each to serve subject to the Surviving Entity's Articles of Organization and Operating Agreement.

(b) Conversion of Securities

(1) Each share of Agripost, Inc. common stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted to one membership interest in the Surviving Entity, with the same rights, preferences and interests as each share of Agripost, Inc. has under the Plan of Reorganization and the Order Confirming Plan.

(2) All of the warrants of or rights to purchase equity shares of Agripost, Inc. valid, in existence, unexpired, and vested as of January 31, 1994 shall be automatically converted to warrants of or rights to purchase the equivalent Membership Interests in the Company, and upon the valid exercise thereof, such persons who hold such warrants and rights shall become Members.

(c) Management

The management of the Surviving Entity is vested in the following managers:

John O. Fetter
1714 Hoban Road, N.W.
Washington, D. C. 20007

Edward C. West
5651 N. W. 24th Terrace
Boca Raton, Florida 33496

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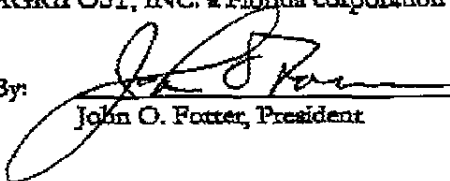
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Frederick F. Keller, Jr.
11 Fifth Avenue
New York, New York 10003

Neil Cooksey
6060 J.A. Jones Drive, Suite 208
Charlotte, North Carolina 28287.

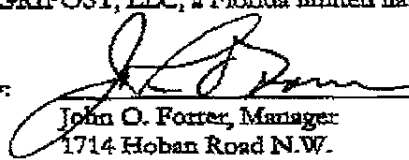
Dated: June 27, 2004.

AGRIPOST, INC. a Florida corporation

By: 

John O. Potter, President

AGRIPOST, LLC, a Florida limited liability company

By: 

John O. Potter, Manager
1714 Hoban Road N.W.
Washington, DC 20007

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 94-21013-KC-JAB
Jointly Administered
Proceedings under Chapter 11

In re:
MORRIS, INC., MORRIS
DAVE COUNTY, INC., CASE
ORLANDO INVESTMENTS, INC.,
and MORRIS, LTD.,

Debtors.

PLAN OF REORGANIZATION

MORRIS, INC., a Florida corporation, MORRIS DAVE
COUNTY, INC., a Florida corporation, CASE ORLANDO
INVESTMENTS, INC., a Florida corporation, and MORRIS, LTD., a Florida limited partnership, each a debtor and
debtor in possession, propose this Plan of Reorganization
pursuant to 11 U.S.C. § 1121.

ARTICLE I

DEFINITIONS

1.01. The following terms when used in this Plan shall
have the following meanings:
(a) "Administrative Claim" shall mean a claim
against the estate of any of the Debtors allowed by order of

EXHIBIT A

the bankruptcy court pursuant to § 501(b) of the Bankruptcy
Code, incurred by one of the Debtors from the Petition Date
to the Effective Date in the ordinary course of its
business, and shall include all taxes payable pursuant to 28
U.S.C. § 1120.

(b) "MORRIS" shall mean Morris Dave County, Inc.,
a Florida corporation, a debtor and debtor in possession in
these Reorganization Proceedings.

(c) "Agri-Dave" shall mean Agri-Dave, Ltd., a
Florida limited partnership, a debtor and debtor in
possession in these Reorganization Proceedings.

(d) "Morgrove" shall mean Morgrove, Inc., a
Florida corporation, a debtor and debtor in possession in
these Reorganization Proceedings.

(e) "Morgrove/Agri-Dave Litigation Pending
Agreement" shall mean the agreement a copy of which is
attached as Exhibit 1.

(f) "Allow", "allowance", "allowance", or words of
similar meaning shall mean with respect to a claim against
the estate of any of the Debtors, except pending claims,
that no objection has been interposed within the applicable
period of limitation filed by Paragraph 5.03 of this Plan or
by the bankruptcy court of that the claim has become
allowed by order of the bankruptcy court that is no longer

subject to appeal or set-aside and as to which no appeal or set-aside is pending.

(g) "Bankruptcy Code" shall mean Title 11, United States Code, as amended by those amendments which are applicable to these reorganization proceedings of the Debtor.

(h) "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Southern District of Florida having jurisdiction over these reorganization proceedings of the Debtor or the United States District for the Southern District of Florida having jurisdiction over any part or all of these reorganization proceedings of the Debtor in respect of which the reference has been withdrawn pursuant to 28 U.S.C. § 157(h).

(i) "Business Day" shall mean a day on which banks are open for business under the laws of the State of Florida.

(j) "Chapter 11" shall mean Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 3101, et seq.

(k) "Claim" shall mean any of the following claims, as that term is defined by § 541(c) of the Bankruptcy Code, against the estate of any of the Debtors, except insured claims:

(1) a claim which has been duly listed by the Debtor pursuant to § 521(c) of the Bankruptcy Code and

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Federal Rule of Bankruptcy Procedure 307(b) and which is deemed filed pursuant to § 541(c) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3001(b), unless such claim has been listed on the Debtor's Schedules of Creditors Holding Secured Claims, Creditors Holding Unsecured Priority Claims, or Creditors Holding Unsecured Nonpriority Claims filed in the Bankruptcy Court as disputed, contingent or unliquidated as to amount;

(2) a claim for which a proof of claim has been timely filed with the Bankruptcy Court;

(3) a claim for which an application for allowance pursuant to § 503 of the Bankruptcy Code has been timely filed with the Bankruptcy Court which has been allowed pursuant to § 503(b) of the Bankruptcy Code, or which is payable pursuant to 28 U.S.C. § 1305;

(4) a claim which has been previously allowed and ordered paid by the Bankruptcy Court; or

(5) a claim incurred by one of the Debtors from the petition date to the effective date, in the ordinary course of its business.

(6) "Co-Debtor" shall mean Cape Orlando Investments, Inc., a Florida corporation, a Debtor and debtor in possession in these reorganization proceedings.

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- (ii) "Equity Security" shall mean, as that term is defined by s 101(a) of the bankruptcy Code, any share in the ownership of a corporation, partnership, trust, association, AOPCo, or COA, any interest of a limited partner in a partnership, AOPCo, or COA, any interest of a limited partner in

- of the bankruptcy court that the order is appealable of right to the United States District Court for the Southern District of Florida pursuant to 28 U.S.C. § 1581(d), whether or not an appeal can be timely taken, is taken, or is pending, unless the order is stayed pending appeal, and whether or not a timely motion is filed under Rules 7052(b) or 9023 of the Federal Rules of Bankruptcy Procedure, unless the order is stayed pending disposition of such motion; and shall mean with respect to an order of the United States District Court for the Southern District of Florida in respect to a matter as to which the reference has been withdrawn pursuant to 28 U.S.C. § 157(d) that the order is appealable of right to the United States Court of Appeals for the Eleventh Circuit pursuant to 28 U.S.C. § 1581(d) or 28 U.S.C. § 1591, whether or not an appeal can be timely taken, is taken, or is pending, unless the order is stayed pending appeal, and whether or not a timely motion is filed under Rules 7052(b) or 1023 of the Federal Rules of Bankruptcy Procedure or Rules 50, 52, 58, 59 or 60 of the Federal Rules of Civil Procedure, unless the order is stayed pending disposition of such motion.

(b) "General Unsecured Claim" shall mean any claim other than an Administration Claim, a Priority Claim, a Priority Tax Claim, or a Secured Claim.

(c) "Insured Claim" shall mean a claim, as that term is defined by § 541(f) of the Bankruptcy Code, against the estate of any of the Debtors, whether arising prior to the commencement of or during the course of the Reorganization Proceedings, for which any of the Debtors or the Debtors' insurers is insured by insurance or in connection with which the holder of the claim has asserted a right of recovery only against the insurer and not against the property of any of the Debtors' estates, whether or not the claim has been listed by the Debtor pursuant to § 541(f) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 1001(b), or in a claim for which a proof of claim or an application for allowance has been filed with the Bankruptcy Court.

(d) "Intercompany Claim" shall mean a claim against the estate of any of the Debtors by the estate of any of the other Debtors.

(e) "Litigation" shall have the meaning ascribed in the Agreement/Agri-Debt Litigation Funding Agreement.

(f) "Litigation Fund" shall have the meaning ascribed in the Agreement/Agri-Debt Litigation Funding Agreement.

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(g) "Litigation Recovery" shall mean the money or other property or rights recovered by any of the Reorganized Debtors from the litigation and any monies remaining in the Litigation Fund at the conclusion of the litigation.

(h) "Magna" shall mean Magna Properties Inc., a Florida corporation, and its successors or assigns.

(i) "The Bank" shall mean National Westminster Bank, USA, a national banking association, and its successors or assigns.

(j) "Order, Plan & Support Agreement" shall mean the Indenture Agreement a copy of which is attached as Exhibit 3.

(k) "Pending Claim" shall mean a claim for which an application for allowance under § 501 of the Bankruptcy Code is pending before the Bankruptcy Court on the Confirmation Date, or for which an application for allowance is or may be filed or allowed under § 501 of the Bankruptcy Code in connection with services rendered in connection with these Reorganization Proceedings either before or after the Confirmation Date.

(l) "Reorganization Date" shall mean March 15, 1994, the date of the commencement of the Reorganization Proceedings.

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(ec) "Plan" shall mean this Chapter 11 Plan of Reorganization in its present form or as it may be modified, amended or supplemented from time to time.

(eg) "Priority Claim" shall mean a claim entitled to priority under § 507(a)(1)-(6) of the Bankruptcy Code.

(eh) "Priority Tax Claim" shall mean a claim entitled to priority under § 507(a)(7) of the Bankruptcy Code.

(ei) "Rejection Claim" shall mean a claim arising under § 502(g) of the Bankruptcy Code from the rejection under § 75 of the Bankruptcy Code or under this plan of an executory contract or unexpired lease of the Debtor that has not been assumed.

(ej) "Reorganization Proceedings" shall mean the proceedings under Chapter 11 for the reorganization of the Debtors which were commenced in the Bankruptcy Court on the Petition Date and are presently being jointly administered under Case No. 94-21013-SKC-AM.

(ek) "Reorganized ADIC" shall mean ADIC upon the Effective Date.

(el) "Reorganized Agri-Bank" shall mean Agri-Bank upon the Effective Date.

(em) "Reorganized Airborne" shall mean Airborne upon the Effective Date.

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(en) "Reorganized COI" shall mean COI upon the Effective Date.

(eo) "Reorganized Debtors" shall mean the Debtors upon the Effective Date.

(ep) "Secured Claim" shall mean a claim (i) which, as of the Effective Date, is (1) secured by a lien on property of one of the Debtors or on the proceeds thereof and which is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law or (2) subject to recall under § 553 of the Bankruptcy Code and (iii) only to the extent provided by § 506(c) of the Bankruptcy Code or, where applicable, § 511(b) of the Bankruptcy Code.

1.02. A term used in this Plan and not defined herein but defined in the Bankruptcy Code has the meaning given to that term in the Bankruptcy Code.

1.03. A term used in this Plan and not defined herein or in the Bankruptcy Code but defined in the Federal Rules of Bankruptcy Procedure has the meaning given to that term in the Federal Rules of Bankruptcy Procedure.

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ARTICLE IICLASSIFICATION OF CLAIMS AND INTERESTS.

For the purposes of this Plan, there shall be fourteen (14) classes of claims and interests, as follows:

2.01. CLASS I. All Allowed secured claims for property or ad valorem taxes against any of the estates of the Debtors.

2.02. CLASS II. The Allowed Priority Claims against any of the estates of the Debtors.

2.03. CLASS III. The Allowed Secured and General Unsecured Claims held by Breadner and Pat West against any of the estates of the Debtors.

2.04. CLASS IV. The Allowed Secured and General Unsecured Claims of Mega against the estates of AgriPost and Agri-Beds.

2.05. CLASS V. All Allowed General Unsecured Claims against any of the estates of the Debtors other than the Claims included in Class III, Class IV, and Class VI.

2.06. CLASS VI. All Allowed General Unsecured Claims against any of the estates of the Debtors, each of which is in an amount less than or equal to \$7,000.00 or which, if greater than \$7,000.00, is reduced in amount by the holder thereof to \$7,000.00.

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2.07. CLASS VII. All Insured Claims against any of the estates of the Debtors.

2.08. CLASS VIII. All of the Equity Securities of Agri-Beds.

2.09. CLASS IX. All of the Equity Securities constituting common stock of AgriPost.

2.10. CLASS X. All of the Equity Securities constituting warrants of or rights to purchase shares in AgriPost, valid, in existence, unexpired, and vested as of January 11, 1994.

2.11. CLASS XI. All of the interests of a general partner in Agri-Beds.

2.12. CLASS XII. All of the Equity Securities of COM.

2.13. CLASS XIII. All of the Equity Securities of ADOL.

2.14. CLASS XIV. All Intercompany Claims against any of the estates of the Debtors.

ARTICLE IIICLASSES OF CLAIMS AND INTERESTSNOT INSURED COMMON STOCK

3.01. The following classes of Claims and interests are not impaired under the provisions of this Plan:

(a) Class II Allowed Priority Claims;

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- (b) Class VIII Equity Securities of Agri-Bank;
- (c) Class XI Interest of a general partner in Agri-Bank; and
- (d) Class XII Equity Securities of ADICI.

ARTICLE IX

STATEMENT OF CLASS OF CLAIMS AND INTEREST THAT ARE HELD UNDER THE PLAN

9.01. Class II - Priority Claims. The holders of the Allowed priority claims of Class II shall be paid in cash the allowed amount of such claims on the later of the effective date or twenty (20) days after the date such claims become allowed, except to the extent that the holder of a particular claim (1) agrees to a different treatment of such claim, or (2) has been paid with respect to such claim.

9.02. Classes VIII, XI, and XII - Equity Securities of Agri-Bank, Interest of a General Partner in Agri-Bank, and Equity Securities of ADICI. The holders of the Class VIII Equity Securities of Agri-Bank, the holders of the Class XI interest of a general partner in Agri-Bank, and the holder of the Class XII Equity Securities of ADICI shall retain whatever the legal, equitable, and contractual rights to which such interests entitle the holders of such interests.

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ARTICLE X

STATEMENT OF CLASS OF CLAIMS AND INTEREST THAT ARE HELD UNDER THE PLAN

9.01. Class I - Secured Claims for Deposits and Mortgage Loans. Each holder of a Class I Allowed Secured Claim shall receive the amount of its claim in cash from the proceeds of the sale of property on which such holder holds a lien to secure such claim. The holders of Allowed Secured Claims of Class I shall retain the liens which they hold to secure such claims until the property subject to such liens is sold by the Designated Debtor.

9.02. Class III - Secured and Unsecured Claims of Depositors and Mortgagees. The holder of the Class III Allowed Secured and Unsecured Claims shall receive the treatment accorded in Paragraph 9.03 an account of such claims, and any lien or right of setoff securing such claims shall be released and terminated by automatic operation of the Confirmation Order on the Effective Date.

9.03. Class IV - Secured and General Unsecured Claims of Mortgagees. The holder of the Class IV Allowed Secured and General Unsecured Claims shall receive the treatment accorded in Paragraph 9.03 an account of such claims, and any lien or right of setoff securing such claims shall be released and terminated by automatic operation of the Confirmation Order on the Effective Date.

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5.04. CLASS V - General Unsecured Claims. The holders of the Class V Allowed General Unsecured Claims shall receive the treatment accorded in Paragraph 5.03 on account of such claims.

5.05. CLASS VI - General Unsecured Claims of \$2,000 or less. The holders of the Class VI Allowed General Unsecured Claims shall be paid twenty-five percent (25%) of the amount of such claims on the first business day after thirty (30) days after the Effective Date.

5.06. CLASS VII - Secured Claims. The holders of Class VII Insured Claims (i) shall retain their rights to continue to pursue recoveries from any insurer of any of the Debtor or from any insurer of any of the estates of the Debtor or from any insurer of any of the estates of the Debtor on account of the Insured Claims but (ii) shall not have any other claim, right, or interest against any of the Debtor or any of the estates of the Debtor and shall not receive any property under the Plan on account of the Insured Claims.

5.07. CLASS VIII - Common Stock of Agripont. The holders of the Class IX Equity Securities of Agripont shall receive the treatment accorded in Paragraph 5.03 on account of such Equity Securities, shall have the voting rights of such Equity Securities limited to the extent provided in Paragraphs 5.04 and 5.05, and otherwise shall retain unaltered the legal, equitable, and contractual rights to

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which such Equity Securities entitle the holders of such Equity Securities.

5.08. CLASS X - Preferred and Stock Options of Agripont. The holders of the Class X Equity Securities of Agripont shall have the expiration dates of any rights they hold to purchase shares in Agripont extended to the date that the litigation recovery is distributed pursuant to Paragraph 5.01(b) or such later date determined by the Board of Directors of Reorganized Agripont and otherwise shall remain unaltered the legal, equitable, and contractual rights to which such Equity Securities entitle the holders of such Equity Securities, provided, however, that any shares in Reorganized Agripont received by such holders on account of such Equity Securities shall have the same voting rights as the Class IX Equity Securities of Agripont.

5.09. CLASS XII - Equity Securities of SOL. The holders of the Class XII Equity Securities shall surrender such Equity Securities to Reorganized Agripont and shall receive Equity Securities constituting common stock of Reorganized Agripont, of the same class as the Equity Securities of Class IX, pursuant to the terms of Reorganized SOL and Reorganized Agripont provided for in Paragraph 5.04, and the holders of such Equity Securities issued by Reorganized Agripont shall have the identical rights under the Plan of the Class IX Equity Securities.

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provided, however, that such holders shall not be entitled to require Reorganized Airpork to register such Equity Securities under any law.

5.10. Class XIV - Intercompany Claims. The holders of the Class XIV Intercompany Claims shall not receive or retain any property under the Plan on account of such claims.

5.11. No Multiple Recovery. Any claim on which more than one of the assets of the Debtors is liable shall be treated as if the claim is against only one of the assets of the Debtors.

5.12. Exclusive Treatment. The treatment of the Claims, Insured Claims, and interests provided in the Plan is the exclusive treatment available from the assets of the Debtors or from the Reorganized Debtors for the holders of the Claims, Insured Claims, and interests covered by this Article V on account of such claims, Insured Claims, or interests.

ARTICLE VI

MEANS FOR SUFFICIENCY OF THE PLAN

A. Valuation of the Debtors' Assets, Distribution of Claims and Secured

6.01. (a) Upon the effective date, each of the Reorganized Debtors shall be vested with the property of that Debtor's estate, subject to the claims, Insured Claims, and interests treated by the Plan only to the extent set forth in the Plan.

(b) Each of the Reorganized Debtors shall promptly and diligently proceed to sell its tangible personal property, the proceeds of which shall be utilized exclusively, and in the order of priority, as follows:

(i) Payment of any then unpaid Allowed Secured Claims of Class I;

(ii) Payment of any then unpaid Allowed Administration Claims and Allowed Class II Priority Claims; and

(iii) Distribution to the holders of the Claims of Class III.

6.02. All claims and powers of the Debtors which may exist pursuant to §§ 541, 543, 549, 551, 553, and 559 of the Bankruptcy Code shall be retained, and each of the

Reorganized Debtors shall be, as of the Effective Date, the representative of that Debtor's estate to enforce such claims and powers and all other claims which are property of that Debtor's estate or of that Reorganized Debtor.

3. LITIGATION FUNDING AND ALLOCATION OF RECOVERIES.

6.03. (a) On and immediately after the Effective Date, the Reorganized Debtors shall complete the preparations for and commence the litigation described in the Agripost/Agri-Bada Litigation Funding Agreement. In connection therewith and as provided in the Agripost/Agri-Bada Litigation Funding Agreement, the Litigation Fund shall become the property of the Reorganized Debtors, to be used only as provided in the Agripost/Agri-Bada Litigation Funding Agreement, including making the disbursements to Orans, Elven & Lucret called for therein.

(b) From the Litigation Recovery, except to the extent an affected party has agreed to a different treatment, funds shall be allocated and paid in the following order of priority:

(1) As provided in the Orans, Elven & Lucret Agreement.

(2) Pro rata to those persons described in the paragraph numbered 1 of the Agripost/Agri-Bada

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Litigation Funding Agreement until (a) those persons who contributed cash will have received five times their contributions, (b) Werham, Sawyer, Johnston, Dinnedy & Cole will have received five times its fees and expenses to the extent they earned \$50,000.00, (c) Economic Analysis Group Ltd. will have received five times the fees and expenses not reimbursed from the Litigation Fund (which fees and expenses are deemed to equal \$10,000.00), and (d) John O. Forster will have received salary accrued and unpaid from and after the Petition Date.

(3) The balance, if any, shall be allocated as follows:

(A) Holders of Allowed Class III Claims - fifty percent (50%);

(B) Holders of Allowed Class IV and Class V Claims EXG 2215 - Twelve percent (12%); and

(C) Reorganized Agripost - Thirty-eight percent (38%).

Provided, however, that the holders of Allowed Claims of Class III, IV, and V shall not be entitled to recover more than the allowed amount of such Claim.

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7. Provisions with respect to the Corporate Charter of the Reorganized Debcor, with respect to selection and compensation of officers and Directors, and with respect to certain Governance Matters.

6.04. (a) Management, control and operation of Reorganized Agripac shall be the responsibility of its Board of Directors. Upon the effective date, the initial Board of Directors of Reorganized Agripac shall be Anthony M. Stacilli, Charles M. Hill, James Walker, John O. Forrer, and Edward C. Mast; and the President and Secretary of Reorganized Agripac shall be John O. Forrer. The Board of Directors shall select such persons to be other officers of Reorganized Agripac as it deems appropriate. The members of the Board of Directors shall serve without compensation for a period of at least one year after the effective date. The President and Secretary shall receive compensation at the rate of \$10 per hour which shall be paid, if at all, to the extent provided in Paragraph 6.03.

(b) For as long as the holders of the shares of Class III, Class IV, and Class V shall not have received the treatment recorded in Paragraph 6.03 on account of their claims, (i) Debcor shall have the right to designate two persons to serve as members of the Board of Directors of Reorganized Agripac, each of whom shall serve at Debcor's pleasure; (ii) J.A. Jones Management Services, Inc. and Metric Constructors, Inc. or their successors or assigns

shall have the right to designate one person to serve as a member of the Board of Directors of Reorganized Agripac, who shall serve at their pleasure; (iii) John O. Forrer or his successors or assigns shall have the right to designate one person to serve as a member of the Board of Directors of Reorganized Agripac, who shall serve at his pleasure; and (iv) the holders of the common stock of Reorganized Agripac, excluding John O. Forrer or any entity holding common stock of Reorganized Agripac for the benefit of John O. Forrer, shall have the right to designate one person to serve as a member of the Board of Directors of Reorganized Agripac, who shall serve at their pleasure. During such time, (i) the purpose of Reorganized Agripac shall be limited to the pursuit and settlement of claims of any of the holders of the Debcor or claims of the Reorganized Debcor, by litigation or otherwise, and the sale of any other property of any of the assets of the Debcor, unless the Board of Directors of Reorganized Agripac, by unanimous vote, determines otherwise, to the exclusion of any rights the holders of the common stock of Reorganized Agripac may have; and (ii) only the Board of Directors of Reorganized Agripac, to the exclusion of any rights the holders of the common stock of Reorganized Agripac may have, by simple majority vote may authorize litigation to pursue claims of any of the holders of the Debcor or claims of the

Reorganized Debtor and to settle any such litigation on terms it deems reasonable, including specifically the litigation. Except as provided in this Paragraph 6.01(b), the holders of the common stock of Reorganized Agripont shall elect the members of the Board of Directors and have all other voting rights appurtenant to such common stock as provided in the by-laws of Reorganized Agripont then applicable or by applicable law. The Board of Directors of Reorganized Agripont shall adopt by-laws to provide for the implementation of this Paragraph 6.01(b) and of Paragraph 6.01(h), including specifically provisions for the exercise of the rights by the entities with such rights to designate members of the Board of Directors of Reorganized Agripont and provisions for the replacement of such members pursuant to Paragraph 6.01(h).

(c) Management, control, and operation of Reorganized Agripont shall be the responsibility of its Board of Directors, which shall be elected by and serve at the pleasure of the Board of Directors of Reorganized Agripont.

(d) Management, control and operation of Reorganized Agripont shall be the responsibility of its managing general partner Reorganized AGCI.

(e) Management, control, and operation of Reorganized COI shall be the responsibility of its Board of Directors. The initial Board of Directors and the President and

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Secretary of Reorganized COI shall be John D. Forster, who shall so serve without compensation, until Reorganized COI is merged into Reorganized Agripont as provided in this Paragraph 6.04.

(f) None of the holders of the common stock of Reorganized Agripont shall have any right or power to affect in any way the rights pursuant to Paragraph 6.01(b) of the entities described therein to designate persons to serve as members of the Board of Directors of Reorganized Agripont, and, for so long as such entities continue to have such rights, none of the holders of the common stock of Reorganized Agripont shall have any right or power to change the size of the Board of Directors of Reorganized Agripont or to alter the sole authority of the Board of Directors of Reorganized Agripont to authorize litigation to pursue claims of any of the entities of the Debtors or claims of the Reorganized Debtor or to settle any such litigation on terms it deems reasonable or to change the purposes of Reorganized Agripont.

(g) On the Effective Date, Reorganized COI shall merge into Reorganized Agripont, which shall be the surviving corporation, pursuant to § 407.1101 et seq., Chapter 6.01(b)(1) of the Code. The holders of the Class VII Equity Securities of COI shall surrender their shares to Reorganized Agripont, and such holders shall receive, pro

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into, shares of common stock of Reorganized Agripost equal in number to (i) five percent (5%) of the common stock of Reorganized Agripost outstanding on the Filing Date plus (ii) the number of shares of common stock of Reorganized Agripost (Class II Equity Securities of Agripost) held by Reorganized COI immediately prior to the effectiveness of the merger.

(b) Upon the consummation of the merger pursuant to Paragraph 4.04(b) of the Articles described herein to designate persons to serve as members of the Board of Directors of Reorganized Agripost, such Board of Directors shall call a meeting of stockholders as soon as is feasible for the election of members to each Board of Directors, and Reorganized Agripost thereafter may pursue (or lawfully purpose or purports to the extent and in the manner provided by applicable law, until the election of members of the Board of Directors of Reorganized Agripost provided in this Paragraph 4.04(b), the Board of Directors of Reorganized Agripost may not determine the way or ways to which the allocated portion of the Litigation Recovery shall be paid.

4.05. The corporate charter of Reorganized Agripost, Reorganized AGPCT, and Reorganized COI shall be amended to prohibit the issuance of nonvoting equity securities, shall provide for one class of common stock which equal voting power, and shall not provide for equity securities having

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preference over another class, and the corporate charter of Reorganized Agripost shall be amended to provide for the approval of mergers under § 607.1101, Statutes Annotated (1993), without action by the stockholders of Reorganized Agripost, which corporate charter shall be deemed amended accordingly on the Effective Date by automatic operation of the Confirmation Order.

B. AUTOMATIC OPERATION OF CERTAIN PROVISIONS OF THE PLAN.

4.06. Upon the Effective Date, the Confirmation Order shall accomplish and effectuate, without any action by any affected entity and without further action by the bankruptcy court:

- (1) the constitution of the initial board of directors of Reorganized Agripost and Reorganized COI as provided in Paragraph 4.04(a) and (b) and the appointment of the president and secretary of each of Reorganized Agripost and Reorganized COI as provided in Paragraph 4.04(a) and (b);
- (2) the limitation of the rights of the holders of common stock of Reorganized Agripost to the extent set forth in Paragraph 4.04(b) and (2); and
- (3) the assumption by the Reorganized Entities of the necessary contracts designated for assumption in

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Paragraph 7.02 and the rejection of the unexpired leases designated for rejection in Paragraph 7.01.

E. The Cash Payments to be Made Pursuant to the Plan.

4.07. (a) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, on the Effective Date or as soon thereafter as is feasible, or as later required by the Plan, Reorganized Agripost shall disburse funds to pay the following:

- (1) All Administration Claims which are
 - (i) allowed and ordered paid by the Bankruptcy Court pursuant to § 503(b) of the Bankruptcy Code; and
 - (ii) unpaid fees payable pursuant to 28 U.S.C. § 1930, unless earlier paid;
 - (2) All Allowed Claims of Priority Claims; and
 - (3) The holders of the Class VI Allowed General Unsecured Claims to the extent provided in Paragraph 5.05.
- (b) Within twenty (20) days after the allowance of disputed claims and pending claims or the allowance of claims which become allowed because no objection was interposed within the applicable period of

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disposition fixed by Paragraph 5.05 of this Plan or by the Bankruptcy Court, Reorganized Agripost shall disburse funds to pay in full any then unpaid Allowed Administration Claims of the kind described in Paragraph 4.07(a)(1) and any then unpaid Allowed Class II Priority Claims, and any then unpaid Allowed Claims of Class VI to the extent provided in Paragraph 5.05.

(c) Except as provided in this Paragraph 4.07, holders of unpaid Administration Claims incurred by the Debtor from the Petition Date to the Effective Date in the ordinary course of its business shall be paid the allowed amount of such Claims by Reorganized Agripost in the ordinary course of its business as they mature.

(d) The holder of Allowed Priority Tax Claims shall be paid by Reorganized Agripost the allowed amount of such Claims in annual installments of principal over a period not exceeding six years after the date of assessment of such claims with interest at the rate or rates set by agreement of the holder of such claims and Reorganized Agripost or, absent such agreement, as set by the Bankruptcy Court.

(e) The holders of the Class I Allowed Secured Claims shall be paid as described in Paragraph 5.01.

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7. Procedure with Respect to the Filing of Rejection of Claims, Objections to Claims, and Revocation of Disputed Claims.

6.09. All Rejection claims must be filed with the Bankruptcy Court on or before the later of thirty (30) days after the effective date of the date of a final order approving the rejection of an executory contract or unexpired lease, unless required to be filed earlier by virtue of an order of the Bankruptcy Court.

6.09. Except as provided herein, the Reorganized Debtor and any other party in interest shall have thirty (30) days after the effective date to interpose objections to the allowance of the claims, interests, priority tax claims, and Administration claims, unless such claim shall have been extended by order of the Bankruptcy Court. The failure of any party in interest to object to or assent to any claim for the purpose of voting on this plan shall not be deemed a waiver of the rights of any party in interest to object to or re-examine such claim in whole or in part. Each holder of a claim which is a Disputed claim by virtue of being a contingent claim, an unliquidated claim, or a claim which is a right to payment arising from a right to an equitable remedy for breach of performance shall have thirty (30) days from the effective date, unless, within such period, such claim shall have been extended by order of the

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Bankruptcy Court, to request the Bankruptcy Court to set aside such claim for purpose of allowance pursuant to 5 of Article of the Bankruptcy Code; in the event the holder of such a claim fails to request timely the Bankruptcy Court to set aside the claim, such claim shall be disallowed automatically, unless any action by any party in interest, and shall be deemed to have been so disallowed by the entry of a final order of the Bankruptcy Court.

6.10. (a) In the event of the allowance of a Disputed claim or other claim not then allowed which is allowed either would be entitled to priority by virtue of 5 of Article (1)-(7) of the Bankruptcy Code or would be a claim of class VI, or when a pending claim is allowed, or a claim entitled to priority by virtue of 5 of Article (1)-(7) of the Bankruptcy Code or belonging in class VII is allowed because no objection was interposed within the applicable period of limitation fixed by paragraph 6.09 of this plan or by the Bankruptcy Court, then the amount of such claim shall be paid in accordance with paragraph 6.07(b) (c), or (d) as applicable.

(b) In the event Reorganized Debtor makes a distribution to the holders of the Allowed claims or interests of classes III, IV, V or VI, it shall reserve from the distribution and retain in a segregated interest-bearing account a sum sufficient to make an equivalent distribution

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to the holders of Disputed Claims or interests and other claims not then allowed which if allowed would be claims or interests of such classes, as appropriate. In the event such a claim or interest is allowed, on the last of twenty (20) days after such allowance or the making of an initial distribution to holders of Allowed Claims or interests of such classes, Reorganized Agriproc shall distribute to the holder of such claim or interest a sum equivalent to the prior distribution(s) or then distribution, as appropriate, to holders of Allowed Claims or interests of Classes I, II, IV, V, or IX and thereafter the holder of such claim or interest shall be paid in the manner provided in Article V and Paragraph 6.12. In the event that such a Disputed Claim or interest is resolved against the holder of such claim or interest by a Final Order, then Reorganized Agriproc shall reduce the amount retained for such Disputed Claims or interests by the amount allocated to that claim or interest.

G. Unclaimed Distributions.

6.11. In the event that any distribution of funds remains unclaimed for a period of two years after the date of the distribution, the allowed amount of such claim or interest upon which such distribution was unclaimed shall be reduced then to zero dollars or zero number of interests and such unclaimed distribution shall become the property of

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Reorganized Agriproc and shall be distributed in the manner provided in Article V and Paragraphs 6.07 or 6.08.

6.12. A distribution of funds is unclaimed, if, without limitation, the holder of a claim or interest entitled thereto does not cash a check or return a check or if the check mailed to the holder at the address set forth in the Debtor's Schedule of Creditors Holding Secured Claims, Creditors Holding Unsecured Priority Claims, or Creditors Holding Unsecured Nonpriority Claims or set forth in the proof of claim filed by such holder is returned by the U.S. Postal Service as undeliverable.

6.13. A distribution of property is unclaimed, if, without limitation, the holder of a claim or interest entitled thereto (1) returns the property, or (2) if the property mailed to the holder at the address set forth in the Debtor's Schedule of Creditors Holding Secured Claims, Creditors Holding Unsecured Priority Claims, or Creditors Holding Unsecured Nonpriority Claims or set forth in the proof of claim filed by such holder is returned by the U.S. Postal Service as undeliverable.

H. Miscellaneous Provisions Regarding Distributions Under the Plan.

6.14. The Reorganized Debtor may, but shall not be required to, set off against any claim and the payments made pursuant to this plan in respect to such claim, claims of

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any notice whatsoever that Applicant may have against the holder of such claim, nor neither the failure to do so nor the allowance of any claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any claim that any of them may have against the holder of such claim.

6.15. Unless the holder of a claim or Equity Security advises Reorganized Applicant or the attorneys retained by it in writing of a change of address, all distributions or notices shall be sent to such holder at his address as stated in the Debtors' Schedules of Creditors Holding Secured claims, Creditors Holding Unsecured Priority Claims, or Creditors Holding Unsecured Nonpriority Claims filed in the Bankruptcy Court or as stated in a properly filed Proof of Claim. Reorganized Applicant and any professionals retained by it shall have no obligation to locate the holder of a claim or Equity Security whose distribution or notice is properly mailed but nevertheless returned.

ARTICLE VII

REORGANIZED DEBTORS AND UNREPAID DEBTS

7.01. All loans unrepaid on the Effective Date entered into by any of the Debtors shall be rejected on the Effective Date.

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7.02. The Applicant/Agit-Date Litigation Pending Agreement and the Order, given a Impact Agreement shall be assumed on the Effective Date.

ARTICLE VIII

RECEIPTS

A. Substitution of Reorganized Debtors for Debtors.

8.01. Upon the Effective Date, the Reorganized Debtors shall be substituted for the Debtors in pending litigation in which a debtor is acting on behalf of the Debtors' assets, and the Reorganized Debtors shall be vested with all assets, and the Reorganized Debtors shall be deemed to be the Debtors' agents to file claims or commence actions to recover claims or assets which would become property of the Reorganized Debtors if recovered, whether or not any action has been commenced to enforce any such power or to recover any such claim or asset prior to the Effective Date.

B. Limitation on Effect of 1181 of the Bankruptcy Code with Respect to Discharge and with Respect to Discharge.

8.02. (a) The Confirmation Order shall discharge the Debtors from any claim or Insured claim in the event that any of the Reorganized Debtors engages in business after, and as a result of, the receipt of a Litigation Recovery. (b) The Confirmation Order shall not act to discharge the Insurers of any of the Debtors on the Insurers

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of any of the Debtors' estates from any obligation to defend actions brought against the Debtors or the Reorganized Debtors by holders of insured claims or from any liability to any holder of an insured claim to the extent that such holder is so entitled to recover from the insurers.

C. RULES OF CONFIRMATION.

8.02. (a) The rules of confirmation set forth in § 102 of the Bankruptcy Code apply to this Plan.

(b) In the event that there are any inconsistencies between the text of the Plan and the Agripork/Agri-Dade Litigation Funding Agreement, the terms of the Agripork/Agri-Dade Litigation Funding Agreement shall govern, except with respect to Paragraph 1.03(b) (2) and Paragraph 6.41(b) of the Plan, both of which shall govern over any inconsistent provisions of the Agripork/Agri-Dade Litigation Funding Agreement.

D. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT.

8.04. The Bankruptcy Court shall retain jurisdiction of these proceedings after the Effective Date until the consummation of the Plan and the entry of a final decree pursuant to Federal Rule of Bankruptcy Procedure 3022 for the following purposes:

(a) The classification of the claim of any creditor and the re-examination of the claim which have

been allowed for purposes of determining acceptances of this Plan at the time of its confirmation and the determination of Pending Claims and such objections as may be filed to any Claim.

(b) The determination of all questions and disputes regarding the assets of the estate, distributions under the Plan, and the determination of all causes of action, controversies, disputes, or conflicts between the Debtors' estates or the Reorganized Debtors and any other party, whether or not subject to a pending action as of the Confirmation Date.

(c) The correction of any defect, the curing of any omission, or the reconciliation of any inconsistencies in this Plan or in the confirmation order as may be necessary to carry out the purposes and intent of this Plan, either on notice or ex parte, as the Bankruptcy Court shall determine to be appropriate.

(d) The modification of this Plan after confirmation pursuant to the Federal Rules of Bankruptcy Procedure and the Bankruptcy Code.

(e) To enforce and interpret the terms and conditions of this Plan.

(f) To shorten or extend, for cause, the time fixed for the doing of any act or thing under this

Plan, on notice of SA BULL, at the bankruptcy court shall determine to be appropriate.

(g) The entry of any order, including injunctions, necessary to enforce the title, signs and powers of the Reorganized Debtors and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the bankruptcy court may deem necessary.

(h) The entry of an order closing this case.

Dated: March 21, 1994

ACRIPORT, INC.

By:  President

CAPE OLANO INVESTMENTS, INC.

By:  President

ACRIPORT DATA COMPANY, INC.

By:  President

ACRI-ONE, LTD.

By:  President

By:  President

ACRIPORT DATA COMPANY, INC. - An emerging financial institution

ACRIPORT DATA COMPANY, INC. - An emerging financial institution

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ACRIPORT DATA COMPANY, INC. - An emerging financial institution

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

CASE NO.

94-21011-BTC-BA
94-21011-BTC-RM
94-21011-BTC-RM
94-21011-BTC-RM

AGRIPOST, INC., MORINIST
DADE COUNTY, INC.,
CARE ORLANDO INVESTMENTS, INC.,
and AGRI-DADE, LTD.,

Jointly Administered
Proceedings under Chapter 11
Debtors.

DEBTS CONTINGING PLAN

A hearing was held on June 29, 1994 to consider the confirmation of the Plan of reorganization filed March 21, 1994, filed by Agripost, Inc., Agripost Dade County, Inc., Care Orlando Investments, Inc., and Agri-Dade, Ltd., under Chapter 11 of the Bankruptcy Code (the "Plan").

The Plan having been transmitted to creditors and equity security holders and

it having been determined after hearing on notice that:

1. The Plan has been accepted in writing by the creditors and equity holders whose acceptance is required by law; and
2. The provisions of Chapter 11 of the Code have been complied with and that the Plan has been prepared in good faith and not by any means forbidden by law; and
3. With respect to each impaired class of claims or interests, each holder of a claim or interest has accepted the Plan, or will receive or retain under the Plan an amount of such claim or interest property of a value, as of the effective date

of the Plan, that is not less than the amount that such holder would receive or retain if the debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date; and

4. All payments made or promised by the Debtors or by a person insuring reversion or acquiring property under the Plan or by any other person for services or for costs and expenses in, or in connection with, the Plan and incidents to the same, have been fully disclosed to the Court and are reasonable or, if to be filed after confirmation of the Plan, will be subject to approval of the Court; and

5. The identity, qualifications, and affiliations of the persons who are to be directors or officers, or voting trustees, if any, of the Debtors, after confirmation of the Plan, have been fully disclosed, and the appointment of such persons to such offices, or their continuance therein, is equitable and consistent with the interests of the creditors and equity security holders and with public policy; and

6. The identity of any insider that will be employed or retained by the Debtors and compensation to such insider has been fully disclosed; and

7. The confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or further reorganization is proposed in the Plan.

EXHIBIT

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IT IS THEREFORE:

ORDERED that the Plan is confirmed and it is further
ORDERED that the dividend to the Class VI unsecured
creditors shall be disbursed within twenty (20) days from the
date of this Order; and it is further

ORDERED that the Court shall retain jurisdiction as provided
in the plan until there is substantial consummation of the plan;
the plan is modified if it calls for retention of jurisdiction
beyond that point; and it is further

ORDERED that the debtor shall pay the United States Trustee
the appropriate sum required pursuant to 28 U.S.C. Section
15101a (4) within ten (10) days of the entry of this Order and
simultaneously provide to the United States Trustee an
appropriate affidavit indicating the cash disbursements for the
relevant periods and it is further

ORDERED that Timothy J. Morris is named as disbursing agent
without additional compensation; bond is valued; the disbursing
agent is directed to make all direct installment payments on the
effective date of the plan. The disbursing agent shall, within
sixty (60) days of the effective date of the plan, file a final
Report of Assets and Liabilities for Final Decree Closing Case.
Failure to timely file the final Report of Assets and Liabilities for
Final Decree Closing Case will result in the imposition of

sanctions against the debtor's counsel, which may include the
return of attorney's fees.
DONE AND ORDERED this 5 day of June, 1994.

Raymond B. Ray, Bankruptcy Judge
United States Bankruptcy Court

Copies furnished to:
United States Trustee
Timothy J. Morris, P.A.

All creditors (THIS DEBTOR'S COUNSEL) is directed to immediately
mail a conformed copy of this Order to all creditors and parties
in interest and file a certificate of mailing with the Court.
Dated: