

Division of Corporations

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Florida Department of State
Division of Corporations
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To:

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RESUBMIT

Please give original
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1/22/08

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : T20000000193
Phone : (850) 521-1000
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DOW

MERGER OR SHARE EXCHANGE

MONARCH GROWERS INTERNATIONAL LLC

Certificate of Status	0
Certified Copy	0
Page Count	226
Estimated Charge	\$70.00

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ARTICLES OF MERGER

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act, the undersigned certify the following:

1. That Monarch Growers International LLC is a Florida limited liability company ("Old LLC").
2. That Monarch Growers International LLC is a Missouri limited liability company ("Monarch").
3. That the name of the surviving entity shall be Monarch Growers International LLC, a Missouri LLC ("Survivor").
4. The attached Agreement of Merger was approved by each limited liability company that is a party to the merger in accordance with Section 347.720 of the Missouri Limited Liability Company Act and by Old LLC in accordance with the Florida Limited Liability Company Act, Chapter 608 of Title XXXVI of the Florida Statutes.
5. That the merger is effective upon the date of filing.
6. That the address of the Survivor shall be 111 West Port Plaza, Ste. 118, St. Louis, Missouri 63146.
7. That the Survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under Sections 608.4351-608.43595 of the Florida Limited Liability Company Act.
8. That the Florida Department of State may use the aforementioned address of the Survivor for purposes of Section 48.181 of the Florida Statutes.
9. That the Survivor appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under Sections 608.4351-43595 of the Florida Limited Liability Company Act.

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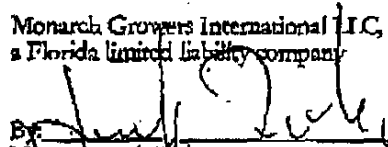
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In affirmation thereof, the facts stated above are true and correct

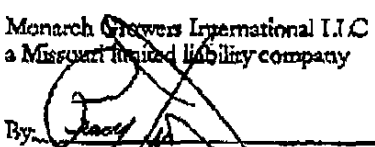
"Old LLC"

Monarch Growers International LLC,
a Florida limited liability company

By: 
Name: Joseph Fendi, Sr.
Title: Operating Manager
Date: January __, 2008

"Monarch"

Monarch Growers International LLC
a Missouri limited liability company

By: 
Name: Perry Ravazza
Title: Manager
Date: January __, 2008

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TALLAHASSEE, FLORIDA

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AGREEMENT OF MERGER

AGREEMENT OF MERGER (the "Agreement"), dated as of January 21, 2008, between Monarch Growers International LLC, a Missouri corporation ("MO-Monarch"), and Monarch Growers Internacional LLC, a Florida limited liability company ("FL-Monarch").

WHEREAS, all of the members of each of (i) MO-Monarch and (ii) FL-Monarch deem it advisable and in the best interests of FL-Monarch and MO-Monarch, respectively, that FL-Monarch merge with and into MO-Monarch (the "Merger"), in accordance with the provisions of the Missouri Limited Liability Company Act (the "LLC Act"), upon the terms and subject to the conditions of this Agreement, and have approved and adopted this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I **THE MERGER**

SECTION 1.01. The Merger. Upon the terms and conditions hereof, and in accordance with the LLC Act, FL-Monarch shall be merged with and into MO-Monarch and MO-Monarch shall be the surviving entity in the Merger (the "Surviving Entity").

SECTION 1.02. Effective Time. As soon as practicable after approval of the Merger, Articles of Merger with respect to the Merger shall be filed with (i) the Secretary of State of Missouri in accordance with the provisions of the LLC Act and (ii) the Secretary of State of Florida in accordance with the provisions of the Florida Limited Liability Company Act. The Merger shall be effective upon filing with the Missouri Secretary of State (the "Effective Time").

SECTION 1.03. Certain Effects of the Merger. After the Effective Time of the Merger (i) the separate existence of FL-Monarch shall cease and FL-Monarch shall be merged with and into MO-Monarch and (ii) the Merger shall have all the effects set forth in Section 347.730 of the LLC Act.

SECTION 1.04. Articles of Organization and the Operating Agreement. The Articles of Organization and Operating Agreement of MO-Monarch as in effect immediately prior to the Effective Time shall remain in effect and shall not be amended by virtue of this merger.

ARTICLE II **EFFECT OF MERGER ON EQUITY OWNERSHIP** **OF THE CONSTITUENT ENTITIES**

Due to the ownership of FL-Monarch and MO-Monarch, at the Effective Time of the merger, (i) the membership interests of FL-Monarch immediately prior to the Effective Time shall, by virtue of the Merger, be cancelled and (ii) the membership interests of MO-Monarch immediately prior to the Effective Time shall be unaffected by virtue of the Merger.

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ARTICLE III MISCELLANEOUS

SECTION 3.01. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of both parties.

SECTION 3.02. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

SECTION 3.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to the respective parties when delivered in person, by cable, telegram, telex or telecopy, or when received by registered or certified mail (postage prepaid, return receipt requested), at their respective principal executive offices or at such other address as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

SECTION 3.04. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to its conflicts of law principles.

SECTION 3.05. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

SECTION 3.06. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 3.07. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 3.08. Certification. In accordance with Section 347.720.2 of the LLC Act, (i) the undersigned Manager of FL-Monarch hereby certifies that this Agreement of Merger was approved by unanimous written consent of the Members of FL-Monarch on January 21, 2008, and (ii) the undersigned Manager of MO-Monarch hereby certifies that this Agreement of Merger was approved by unanimous written consent of the Members of MO-Monarch on January 21, 2008.

Perry Foreman, a Manager of MO-Monarch 1/21/08

Joseph F. Foreman, Operating Manager of FL-Monarch 1/21/08

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