

P02000123333

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

GANACHE CHOCOLATES, INC.

Certificate of Status	0
Certified Copy	1
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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

GANACHE CHOCOLATES, LLC, A FLORIDA ENTITY, #L01000017495

INTO

GANACHE CHOCOLATES, INC., a Florida entity, P02000123333

File date: January 14, 2003

Corporate Specialist: Joey Bryan

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, 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. Ganache Chocolates, LLC 11341 Linberg Boulevard Fort Myers, FL 33913	Florida	Limited Liability Co.

Florida Document/Registration Number: L01000017495

FEI Number: 85-1144105

2. Ganache Chocolates, Inc. 11341 Linberg Boulevard Fort Myers, FL 33913	Florida	Corporation
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Florida Document/Registration Number: P02000123333

FEI Number: Applied for

3.		
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Florida Document/Registration Number: FEI Number:

4.		
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Florida Document/Registration Number: FEI Number:

(Attach additional sheet(s) if necessary)

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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>
Ganache Chocolates, Inc.	Florida	Corporation
11341 Linberg Boulevard		
Fort Myers, FL 33913		

Florida Document/Registration Number: PO2000123333 FEI Number: Applied For

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, 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 shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the _____ day of December 2002, by and GANACHE CHOCOLATES, INC., a corporation organized and existing under the laws of the State Florida having an office at 11341 Linberg Boulevard; Fort Myers, Florida 33913 (the "Merging Company") and GANACHE CHOCOLATES, LLC a limited liability company organized and existing under the laws of the State Florida having an office at 11341 Linberg Boulevard; Fort Myers, Florida 33913 (the "Merged Company").

WHEREAS, the respective Boards of Directors of the Merging Company and the Merged Company have deemed it advisable and to the advantage of both companies that the Merged Company merge into the Merging Company upon the terms and conditions herein provided;

WHEREAS, the Merging Company and Second Merged Company intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Sections 368(a)(1) and 751 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of the Merging Company and the Merged Company have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the Shareholders of the Merging Company and the Members of the Merged Company, respectively.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Company and the Merged Company hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Company shall be merged with and into the Merging Company, and the Merging Company shall survive the merger, all as, and with the effect, provided by the corporation laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable after the Shareholders of the Merging Company and the Members of the Merged Company approve this Agreement and Plan of Merger, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on December 31 2002 if the Certificate of Merger shall be filed prior to 6:00 p.m. local time on such date (hereinafter referred to as the "Effective Time").

2. Directors and Officers and Governing Documents. The directors and officers of the Merging Company shall be the same upon the Effective Time as they are for the Merging Company immediately prior thereto. The Certificate of Incorporation of the Merging Company

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shall continue to be the Certificate of Incorporation of the Merging Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The by-laws of the Merging Company, as in effect at the Effective Time, shall continue to be the by-laws of the Merging Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merged Company. At and after the Effective Time, the Merging Company shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged Company; any and all property, real, personal and mixed, and any and all debts due either of the Merged Company on whatever account, and all other choses in action, and all and every other interest of either of the Merged Company shall be taken and transferred to and vested in the Merging Company without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Merged Company shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Merging Company, there shall be executed and delivered on behalf of the Merged Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Company the title to and possession of powers, franchises and authority of each of the First Merged Company and the Second Merged Company and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Merging Company are fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Membership Units of the Merged Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each unit of the issued and outstanding Membership Certificates of the Merged Company shall be changed and converted into one share of Common Stock of the Merging Company.

6. Stock of the Merging Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of the Merging Company outstanding immediately prior thereto shall retain the status of an authorized and issued share of Common Stock of the Merging Company.

7. Stock Certificates. At and after the Effective Time, each unit of the issued and outstanding Membership Certificates of the Merged Company shall be exchanged for certificates representing an equal number of shares of Common Stock of the Merging Company. Promptly upon such exchange, the Merging Company shall cause to be cancelled and retired each such certificate representing each unit of the issued and outstanding Membership Certificates of the Merged Company represented thereby.

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8. Employee Benefit Plans. As of the Effective Time, the Merging Company shall assume all obligations of the Merged Company under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Merging Company in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of each of the Merged Company immediately prior to the Effective Time shall be recorded on the books of the Merging Company at the same amounts at which they were carried on the books of the Merged Company immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Common Stock of the Merging Company the aggregate amount of the par value of all shares of Common Stock issued as a result of the conversion of the issued and outstanding Membership Certificates of the Merged Company into shares of Common Stock of the Merging Company pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Merging Company the amount credited as stated capital in respect of issued and outstanding Membership Certificates of the Merged Company pursuant to paragraphs (b) and (c) of this Section 9.

10. Amendment. At any time before or after approval and adoption by the Members of the Merged Company and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of the Merged Company to be necessary, desirable or expedient; provided, however, that, after approval of the Members of the Merged Company, such amendment may not materially and adversely alter or amend the terms of this Agreement and Plan of Merger.

11. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of either the Merging Company or the Merged Company or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of the Merging Company or by the Members of the Merged Company or any of them.

12. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the Companies hereto, pursuant to authority granted by the Board of Directors of the Merged Company and the Merging Company has caused this

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Agreement and Plan of Merger to be executed by its President or Managing Member, as the case may be, and attested to by its Secretary or Assistant Secretary and its corporate or company seal to be affixed hereto, as of the date first above written.

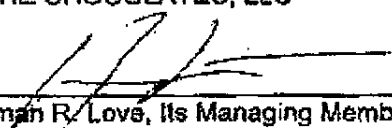
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THE MERGED COMPANY:

GANACHE CHOCOLATES, LLC

By: 
Norman R. Lova, Its Managing Member

[SEAL]

ATTEST:


Judy Limekiller, Secretary

THE MERGING COMPANY:

GANACHE CHOCOLATES, INC.

By: 
Judy Limekiller, Its President

[SEAL]

ATTEST:


Robert Limekiller, Its Secretary

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MINUTES OF SPECIAL MEETING**OF****THE MEMBERS****OF****GANACHE CHOCOLATES, LLC.**FILED
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This special meeting of the Members of the above captioned Company was held on the date, time and at the place set forth in the written Waiver of Notice signed by all the Members, fixing such time and place, and prefixed to the minutes of this meeting.

There was present the following Members: Norman R. Love, Mary M. Love, Judy Limekiller and Robert Limekiller. The meeting was called to order by Judy Limekiller and Norman R. Love, Managers


The Managers presented to the meeting an Agreement and Plan of Merger whereby GANACHE CHOCOLATES, LLC would merge with GANACHE CHOCOLATES, INC. after which GANACHE CHOCOLATES, INC. would be the surviving entity. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that, the Agreement and Plan of Merger be executed by Judy Limekiller, as Manager, and Articles of Merger be filed with the office of the Florida Secretary of State on or before December 31, 2002; and it was further

RESOLVED, that a copy of the executed Agreement and Plan of Merger be annexed to the minutes thereof.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

{SEAL}



Robert Limekiller, Secretary

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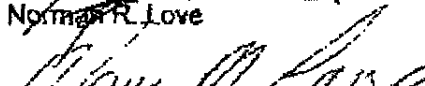
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Attest:

MEMBERS:


Norman R. Love


Mary M. Love


Judy Limekiller


Robert Limekiller

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**WAIVER OF NOTICE
OF
SPECIAL MEETING OF MEMBERS
OF
GANACHE CHOCOLATES, LLC**

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JAN 14 2003
TALLAHASSEE, FLORIDA
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We, the undersigned, being all the Members of GANACHE CHOCOLATES, LLC (the "Company"), hereby agree and consent that this special meeting of the Members of the Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, as may be deemed advisable by and any Member present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: Fort Myers, Florida


Date of Meeting: December __, 2002

Time of Meeting: 10:00 AM

Dated: December __, 2002

Members:


Norman R. Love


Mary M. Love


Judy Limekiller


Robert Limekiller

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