

Document Number Only

V01715

C T Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

City State Zip Phone

CORPORATION(S) NAME

300002827869--6

-04/02/99-01056--022

*****70.00 *****70.00

National Ventures, Inc.

merging into:

Monenco U.S. Inc.

- ☐ Profit
☐ NonProfit
☐ Limited Liability Company
☐ Foreign

☐ Amendment

☒ Merger

☐ Dissolution/Withdrawal

☐ Mark

- ☐ Limited Partnership
☐ Reinstatement
☐ Limited Liability Partnership
☐ Certified Copy

☐ Annual Report
☐ Reservation

☐ Other
☐ Change of R.A.
☐ Fictitious Name

☐ Photo Copies

☐ CUS

☐ Call When Ready

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☐ Will Wait

☐ After 4:30

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Connie

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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

NATIONAL VENTURES, INC., a Michigan corporation not authorized to transact
business in Florida

INTO

MONENCO U.S., INC. which changed its name to

NATIONAL VENTURES, INC., a Florida corporation, V01715.

File date: April 2, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
NATIONAL VENTURES, INC.,
WITH AND INTO
MONENCO U.S., INC.,
AND
ARTICLES OF AMENDMENT**

FILED
APR - 2 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MONENCO U.S., INC., a Florida corporation, and NATIONAL VENTURES, INC., a Michigan corporation, hereby adopt the following Articles of Merger in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.:

FIRST: (a) The names and places of incorporation of the constituent corporations are:

National Ventures, Inc.	Michigan
Monenco U.S., Inc.	Florida

(b) The surviving corporation is Monenco U.S., Inc., a Florida corporation.

SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), dated March 31, 1999, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, has been adopted by the board of directors of each of the constituent corporations.

THIRD: The Merger Agreement was adopted by AGRA Inc., the sole shareholder of each of the constituent corporations on March 31, 1999.

FOURTH: As part of the merger the articles of incorporation of the surviving corporation, Monenco U.S., Inc., shall be amended as set forth in Exhibit B attached hereto. The merger shall not effect any other amendments to the articles of incorporation of the surviving corporation.

DATED: March 31, 1999.

MONENCO U.S., INC., a Florida corporation

By: 
Michael P. Quackenbush

Its: Vice President and Secretary-Treasurer

NATIONAL VENTURES, INC., a Michigan
corporation

By: _____

Its: _____

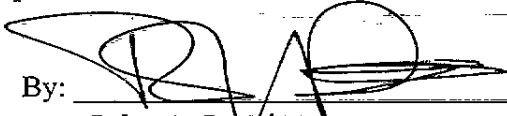
DATED: March 31, 1999.

MONENCO U.S., INC., a Florida corporation

By: _____

Its: _____

NATIONAL VENTURES, INC., a Michigan corporation

By:  _____

Robert G. Dittmer

Its: Secretary, Treasurer, Vice President

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
NATIONAL VENTURES, INC.
WITH AND INTO
MONENCO U.S., INC.**

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into this 31st day of March, 1999, between NATIONAL VENTURES, INC., a Michigan corporation ("NVI"), and MONENCO U.S., Inc., a Florida corporation ("Monenco"). NVI and Monenco are collectively referred to as the "Constituent Corporations".

RECITALS:

A. The authorized capital stock of Monenco consists of 1,000 shares of Common Stock, \$1.00 par value per share, of which 1,000 shares have been issued. Monenco has no other shares of any class of stock.

B. The authorized capital stock of NVI consists of 400,000 shares of Common Stock, \$1.00 par value per share, of which 311,917 shares have been issued. NVI has no other shares of any class of stock.

C. AGRA Inc., a Canada corporation ("AGRA"), is the sole shareholder of each of the Constituent Corporations.

D. The directors of the respective Constituent Corporations deem it advisable and to the advantage of NVI that NVI merge with and into Monenco, upon the terms and conditions herein provided, and in accordance with the law of the state of Michigan and the law of the state of Florida.

AGREEMENTS:

NOW, THEREFORE, the Constituent Corporations do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that NVI shall merge with and into Monenco on the following terms, conditions and other provisions:

1. Merger: Effective Date. NVI shall be merged with and into Monenco, and Monenco shall be the surviving corporation (the "Surviving Corporation"), effective upon filing of a Certificate or Articles of Merger by the appropriate filing agencies in Michigan and Florida (the "Effective Date").

2. Succession. On the Effective Date, the separate existence of NVI shall cease and the Surviving Corporation shall succeed to all of the rights, privileges, immunities, powers, property, obligations and purposes of NVI, including without limitation all rights, public and private franchises, patents, trademarks, trade names,

licenses, registrations and other assets of every kind and description, all debts due on any accounts and all interests belonging or due to NVI, in the manner of and as more fully set forth in Fla. Stat. sec. 607.1106 (1998) and MSA sec. 21.200 (724) (1998).

3. Treatment of Shares. Upon the Effective Date, by virtue of the merger and without any further action on the part of the Constituent Corporations or AGRA: (i) each share of Common Stock of NVI, \$1.00 par value per share, issued and outstanding immediately prior thereto shall automatically be cancelled and cease to exist, without any consideration being payable therefor; and (ii) each share of Common Stock of Monenco, \$1.00 par value per share, issued and outstanding immediately prior thereto shall continue to be one fully paid and nonassessable share of the Common Stock of the Surviving Corporation, \$1.00 par value per share.

4. Cancellation of Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of NVI shall be cancelled and deemed redeemed by NVI.

5. Articles of Incorporation and Bylaws. From and after the Effective Date, the articles of incorporation and bylaws of Monenco as in effect on the Effective Date shall continue to be the articles of incorporation and bylaws of the Surviving Corporation and shall not be changed or amended in any manner by the merger, except that the name of the Surviving Corporation shall be changed to "National Ventures, Inc."

6. Directors and Officers. On the Effective Date the directors and officers of Monenco shall tender their respective resignations to Monenco. Upon such resignation, the directors of NVI immediately prior to the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until their successors are elected and qualified at the next annual meeting of the Surviving Corporation, and the officers of NVI immediately prior to the Effective Date shall become the officers of the Surviving Corporation on the Effective Date to serve at the pleasure of the board of directors of the Surviving Corporation.

7. Further Assurances. When this merger has been effected, all real and personal property of NVI shall vest in the Surviving Corporation without further act or deed and the title to any real estate or any interest therein vested in NVI prior to the Effective Date shall not revert or in any way be impaired by reason of the merger. Notwithstanding the foregoing, from time to time, as and when necessary or required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of NVI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation, the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of NVI and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of NVI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. Amendment. At any time before or after approval of the merger by AGRA, this Merger Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of AGRA) as may be determined in the judgment of the respective boards of directors of the Constituent Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

9. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the merger contemplated hereby may be abandoned by the board of directors of any or all of the Constituent Corporations, notwithstanding the approval of this Merger Agreement by AGRA.

10. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the boards of directors of each of the Constituent Corporations, is hereby executed on behalf of each such corporation and attested by their respective officers thereunto duly authorized.

NATIONAL VENTURES, INC., a Michigan corporation

By: 

Robert G. Dittmer

Its: Secretary, Treasurer, Vice President

MONENCO U.S., INC., a Florida corporation

By: _____

Its: _____

Agreed and accepted:

~~AGRA INC.~~, a Canada corporation

By: 

Robert G. Dittmer

Its: Secretary and
Executive Vice President,
Finance & Administration

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the boards of directors of each of the Constituent Corporations, is hereby executed on behalf of each such corporation and attested by their respective officers thereunto duly authorized.

NATIONAL VENTURES, INC., a Michigan corporation

By: _____

Its: _____

MONENCO U.S., INC., a Florida corporation

By: M. Quackenbush
Michael P. Quackenbush

Its: Vice President and Secretary-Treasurer

Agreed and accepted:

AGRA INC., a Canada corporation

By: _____

Its: _____

EXHIBIT B

The first sentence of Article I of the articles of incorporation of Monenco U.S., Inc., is hereby amended in its entirety as follows:

The name of the corporation shall be:

NATIONAL VENTURES, INC.