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FILING Merger

1.) AN Pet, Inc.
(CORPORATE NAME & DOCUMENT #)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATION

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Merger
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ARTICLES OF MERGER

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Pursuant to Section 607.1101 of the Florida General Corporation Act, AN PET, INC. a Florida corporation and ANDIE'S, INC., a Florida corporation adopt the following Articles of Merger for the purpose of merging AN PET, INC. into ANDIE'S, INC., the latter of which is to survive the merger:

ARTICLE I

That certain Plan and Agreement of Merger (the "Agreement") dated January 28, 1997 by and between AN PET, INC., a Florida corporation, and ANDIE'S, INC., a Florida corporation attached and made a part of this instrument, was duly approved by the Shareholders of AN PET, INC. and ANDIE'S, INC. pursuant to Section 607.1103 of the Florida General Corporation Act (the "Act") on January 28, 1997.

ARTICLE II

Of the 500 outstanding shares of the common stock, par value of \$1.00 per share, of AN PET, INC. entitled to vote as a class upon the Agreement had the Agreement been submitted to a vote of the Shareholders pursuant to Section 607.1103 of the Act, the holders of all of those shares have consented and authorized the Agreement by written consent in accordance with the applicable provisions of the Act.

Of the 1000 outstanding shares of the common stock, no par value per share, of ANDIE'S, INC. entitled to vote as a class upon the Agreement had the Agreement been submitted to a vote of the Shareholders pursuant to Section 607.1103 of the Act, the holders of all of those shares have consented and authorized the Agreement by written consent in accordance with the applicable provisions of the Act.


ARTICLE III

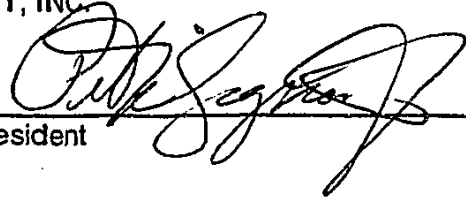
The effective date of these Articles of Merger shall be 02 03
the filing of these Articles of Merger with the Department of State.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be
duly executed by the respective authorized officers.

Attested by:

AN PET, INC

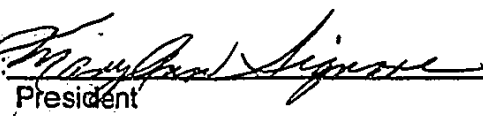

Secretary

By: 
President

Attested by:

ANDIE'S, INC.


Secretary

By: 
President

PLAN AND AGREEMENT OF MERGER

This Agreement of Merger dated January 28th, 1997 by and between ANDIE'S, INC. (hereinafter referred to as "ANDIE'S") and AN PET, INC. (hereinafter referred to as "AN PET")

WITNESSETH:

WHEREAS, ANDIE'S is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, AN PET is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, ANDIE'S and AN PET have agreed that AN PET shall merge into ANDIE'S upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transaction described above, ANDIE'S and AN PET, the constituent corporations to this Agreement, agree as follows:

1. ANDIE'S and AN PET agree that AN PET shall be merged into ANDIE'S, as a single corporation, upon the terms and conditions of this Agreement and that ANDIE'S shall continue under the laws of the State of Florida as a surviving corporation (the "surviving corporation"), and they further agree as follows:

a. The purpose, the registered agent, the address of the registered office, the number of directors and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation and any amendments thereto of ANDIE'S as on file with the Office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement. From and after the

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effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The By-Laws of ANDIE'S in effect of the effective date shall be the By-Laws of the surviving corporation until they shall be altered, amended or repealed or until new By-Laws are adopted as provided in them.

c. The persons who upon the effective date of the merger shall constitute the Board of Directors of the surviving corporation shall be persons constituting the Board of Directors of ANDIE'S on the effective date. If on the effective date of the merger any vacancies exist on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the By-Laws of the surviving corporation.

d. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of ANDIE'S on the effective date.

2. This Agreement shall be signed by all of the Shareholders of AN PET and ANDIE'S as well as the President and Secretaries of both corporations. The merger of AN PET into ANDIE'S shall become effective upon the signing of this Agreement, however, the "effective date" of the merger as defined in this instrument shall be that date 0 days immediately prior to the filing of this Agreement and the Articles of Merger with the Department of State of the State of Florida.

3. When this Agreement shall have been approved, signed and acknowledged the separate existence of AN PET shall cease and AN PET shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers,

franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of the creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporation shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The shares of AN PET will be cancelled and each Shareholder of AN PET shall receive two (2) shares of ANDIE'S for each one share of AN PET owned by him/her prior to cancellation.

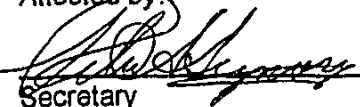
5. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon AN PET and ANDIE'S, and their respective successors and assigns; nothing in this Agreement, expressed or implied is

intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations AN PET and ANDIE'S, acting through their duly authorized officers and the sole shareholder of both corporations, have signed this Plan and Agreement of Merger.

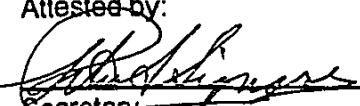
Attested by:


Secretary

AN PET, INC.

By: 
President


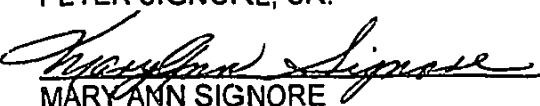
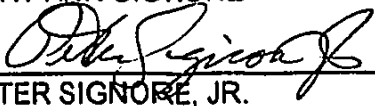
Attested by:


Secretary

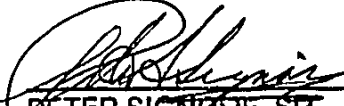

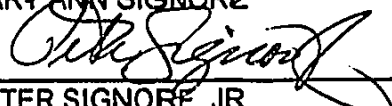
ANDIE'S, INC.

By: 
President

AN PET, INC. SHAREHOLDERS

 PETER SIGNORE, SR.	125 No. of Shares
 MARY ANN SIGNORE	125 No. of Shares
 PETER SIGNORE, JR.	250 No. of Shares

ANDIE'S, INC. SHAREHOLDERS

 PETER SIGNORE, SR.	255 No. of Shares
 MARY ANN SIGNORE	255 No. of Shares
 PETER SIGNORE, JR.	490 No. of Shares