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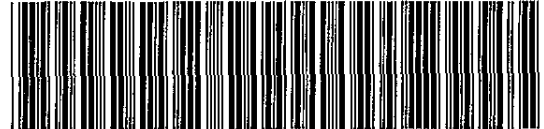
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March 3, 2003

VIA FEDERAL EXPRESS

Ms. Brenda Tadlock, Administrator
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

RE: Merger of Cross Entities

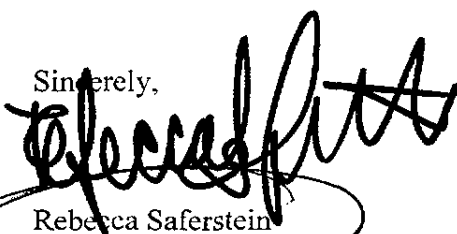
Dear Brenda:

Pursuant to our conversation on Friday, February 28, 2003, enclosed please find the following items in connection with the merger of Chruch's Independent Franchisee Association, Inc. into CIFA Merger Sub, Inc.:

1. Original and a copy of the Articles of Merger; and
2. A check, in the amount of \$78.75, made payable to the Florida Department of State, for the applicable filing fees.

If further information is needed, please feel free to contact me. I appreciate your help with this matter.

Sincerely,


Rebecca Saferstein
Paralegal

Enclosures

cc: Patrick W. Macken, Esq.

ARTICLES OF MERGER
OF
CHURCH'S INDEPENDENT FRANCHISEE ASSOCIATION, INC. **S53354**
(a Florida corporation)
AND
CIFA MERGER SUB, INC. **N03000000576**
(a Florida not for profit corporation)

The following Articles of Merger are submitted in accordance with Section 607.1109 of the Florida Profit Corporation Act (the "Florida Act").

First: The name of the surviving corporation shall be CIFA Merger Sub, Inc. (the "Surviving Corporation"); provided, however, that pursuant to the Plan of Merger attached hereto, the Articles of Incorporation of the Surviving Corporation shall be amended to change the name of the Surviving Corporation to "Church's Independent Franchisee Association, Inc."

Second: The name of the merging corporation is Church's Independent Franchisee Association, Inc. (the "Merging Corporation").

Third: The Plan of Merger is attached hereto as Exhibit A.

Fourth: The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

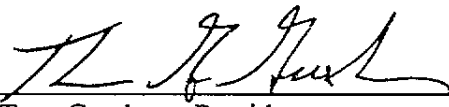
Fifth: There are no members of the surviving corporation entitled to vote on the Plan of Merger. The Plan of Merger was unanimously adopted by the Board of Directors of the Surviving Corporation on January 30, 2003.

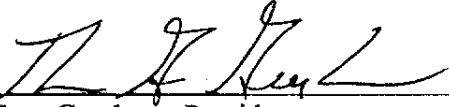
Sixth: The Plan of Merger was adopted by the members of the Merging Corporation at the Annual Meeting of Members of the Merging Corporation held on January 30, 2003.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Surviving Corporation and the Merging Corporation by their authorized officers as of the 30th day of January, 2003.

CIFA MERGER SUB, INC.

CHURCH'S INDEPENDENT
FRANCHISEE ASSOCIATION, INC.

By: 
Tom Gresham, President

By: 
Tom Gresham, President

FILED
CLERK OF STATE
DIVISION OF CORPORATIONS
JAN 31 2003
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into effective this 30th day of January, 2003, by and between CHURCH'S INDEPENDENT FRANCHISEE ASSOCIATION, INC., an Florida business corporation ("CIFA"), and CIFA MERGER SUB, INC., a Florida not-for-profit corporation ("Merger Sub"). CIFA and Merger Sub are sometimes hereinafter collectively referred to as the "Constituent Corporations."

RECITALS:

A. CIFA is a corporation organized and existing under the laws of the State of Florida and, as of the date hereof, the Board of Directors of CIFA believes that no shares of Common Stock of CIFA are issued and outstanding.

B. Voting rights provided to shareholders of CIFA pursuant to its Articles of Incorporation and Florida law, have been, in practice, delegated to members of CIFA.

C. Merger Sub is a corporation organized and existing under the laws of the State of Florida as a not-for-profit corporation without shares controlled by members thereof, and, as of the date hereof, has no current members.

D. The Board of Directors of CIFA has determined that it is advisable and in the best interests of CIFA that CIFA merge with and into Merger Sub upon the terms and conditions herein provided.

E. The Board of Directors of Merger Sub has determined that it is advisable and in the best interests of Merger Sub to consummate the merger with CIFA and, pursuant thereto, change the name of Merger Sub from CIFA Merger Sub, Inc. to Church's Independent Franchisee Association, Inc.

F. The respective Boards of Directors of CIFA and Merger Sub, and the members of CIFA have approved this Agreement.

G. The merger is intended to qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CIFA and Merger Sub hereby agree, subject to the terms and conditions hereinafter set forth.

ARTICLE I.

THE MERGER

1.01 *Merger.* In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "Business Corporation Code") and Title 36, Section 617 et al. of the Florida Revised Statutes (the "Not-for-Profit Code"), CIFA shall be merged with and into Merger Sub (the "Merger"), whereupon the separate existence of CIFA shall cease and Merger Sub shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation." On the Effective Date of the Merger (as hereinafter defined) the name of the Surviving Corporation shall be Church's Independent Franchise Association, Inc.

1.02 *Filing and Effectiveness.* The Merger shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State. The date and time when the Merger shall become effective, as aforesaid, is herein referred to as the "Effective Date of the Merger."

1.03 *Effect of the Merger.* On the Effective Date of the Merger, the separate existence of CIFA shall cease, and Merger Sub, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and CIFA's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of CIFA; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of CIFA in the same manner as if Merger Sub had itself incurred them, all as more fully provided under the applicable provisions of the Business Corporation Code and the Not-for-Profit Code.

ARTICLE II.

CONSTITUTION OF MERGER SUB

2.01 *Articles of Incorporation.*

(a) Except for the amendment provided for in Section 2.01(b) hereof, the Articles of Incorporation of Merger Sub as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(b) The Articles of Incorporation of Merger Sub shall be amended by deleting Article I in its entirety and inserting the following in lieu thereof:

"I.

The name of the corporation is: Church's Independent Franchise Association, Inc."

2.02 *Bylaws.*

(a) Except for the amendment provided in Section 2.02(b) hereof, the Bylaws of CIFA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(b) The Bylaws of CIFA shall be amended by deleting Section 2 of Article I in its entirety and inserting the following in lieu thereof:

"Section 2. Office:

The registered office shall be Bank of America Tower, 50 North Laura Street, Suite 2200, Jacksonville, Florida 32202.

The principal office of the Corporation shall be at such place within or without the State of Florida as the Board of Directors may from time to time determine."

2.03 *Directors and Officers.* The directors and officers of CIFA immediately prior to the Effective Date of the Merger, shall be the directors and officers of the Surviving Corporation.

ARTICLE III.

MANNER OF CONVERSION OF SHARES

The manner and basis of converting and exchanging the shares of capital stock and memberships of CIFA into memberships of the Surviving Corporation shall be as follows:

3.01 *CIFA Capital Stock.* On the Effective Date of the Merger, all the issued and outstanding shares of capital stock of CIFA, if any, shall, without any action of the holders thereof, be canceled and of no effect. Pursuant to the Articles of Incorporation of Merger Sub and the applicable provisions of the Not-for-Profit Code, no shares of capital stock of Merger Sub shall be issued.

3.02 *CIFA Memberships.* On the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the Constituent Corporations or the members thereof, each of the current memberships of CIFA shall be transferred to and shall constitute all of the outstanding memberships of the Surviving Corporation (the "Memberships").

ARTICLE IV.

GENERAL PROVISIONS

4.01 *Covenants of CIFA.* CIFA covenants and agrees that it will on or before the Effective Date of the Merger, take all such actions as may be required by the Business Corporation Code and Not-for-Profit Code.

4.02 *Further Assurances.* From time to time, as and when required by Merger Sub or by its successors or assigns, there shall be executed and delivered on behalf of CIFA such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Merger Sub the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CIFA and otherwise to carry out the purposes of this Agreement, and the officers and directors of Merger Sub are fully authorized in the name and on behalf of Merger Sub or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.03 *Abandonment.* At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of CIFA and Merger Sub, notwithstanding the approval of this Agreement by the members of CIFA.

4.04 *Amendment.* The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement or Articles of Merger in lieu thereof with the Secretary of State of the State of Florida provided that an amendment made subsequent to the adoption of this Agreement by the members of CIFA shall not (i) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of CIFA; (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of CIFA.

4.05 *Registered Office.* The registered office of the Surviving Corporation in the State of Florida is located at Bank of America Tower, 50 North Laura Street, Suite 2200, Jacksonville, Florida 32202, and Michael Walters is the registered agent of the Surviving Corporation at such address.

4.06 *Agreement.* Executed copies of this Agreement will be on file at the registered office of the Surviving Corporation in Indianola, Mississippi, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.07 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of Not-for-Profit Code.

4.08 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement, having first been approved by the Board of Directors and members of CIFA and the Board of Directors of Merger Sub, is hereby executed on behalf of each of such corporation by its respective officers thereunto duly authorized, under penalties of perjury, hereby declaring and certifying that this is their act and deed and the facts herein stated are true.

CHURCH'S INDEPENDENT FRANCHISEE
ASSOCIATION, INC, a Florida business
corporation

By: 
Name: Tom Gresham
Title: President

CIFA MERGER SUB, INC, a Florida not-for-profit
corporation

By: 
Name: Tom Gresham
Title: President