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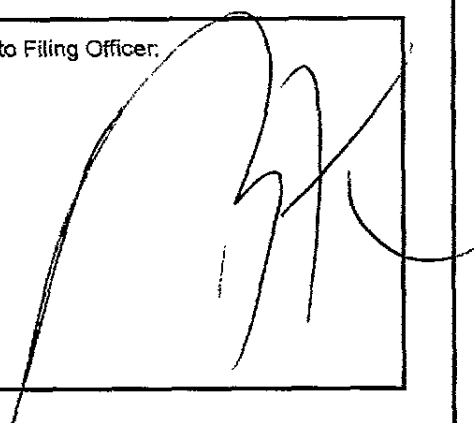
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(Business Entity Name)

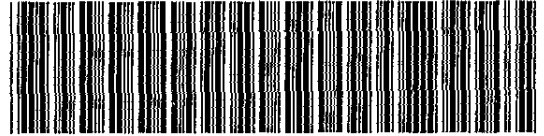
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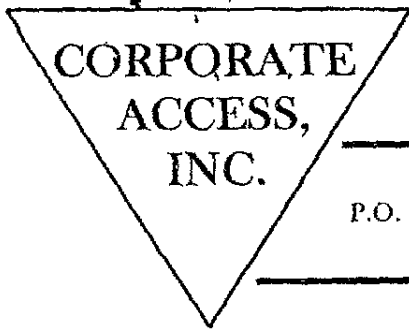
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Merger

1. NateCo Enterprises, Inc.
(CORPORATE NAME AND DOCUMENT #)
2. _____
(CORPORATE NAME AND DOCUMENT #)
3. _____
(CORPORATE NAME AND DOCUMENT #)
4. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)
6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

ARTICLES OF MERGER

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned companies adopt the following Articles of Merger for the purposes of merging them into one corporation:

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FIRST. The name and jurisdiction of the surviving corporation is:

NateCo Enterprises, Inc., a Florida corporation

SECOND. The name and jurisdiction of the merging companies are:

NJE, LC, a Florida limited liability company

Natee, Inc., a Florida corporation

THIRD. The Agreement and Plan of Merger is attached hereto.

FOURTH. The merger shall become effective on _____, 2006.


FIFTH. The Agreement and Plan of Merger was adopted by the Shareholders of the surviving corporation, on MARCH 17, 2006.

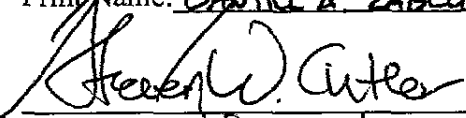
SIXTH. The Agreement and Plan of Merger was adopted by the Members of NJE, LC, a Florida limited liability company, on MARCH 17, 2006.

SEVENTH. The Agreement and Plan of Merger was adopted by the Shareholders of the Natee, Inc., a Florida corporation, on MARCH 17, 2006.

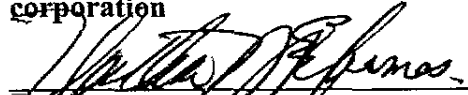
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 17th day of MARCH, 2006.

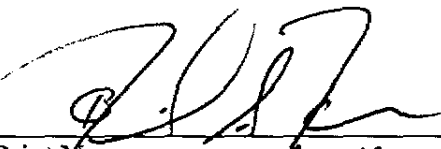
WITNESSES:


Print Name: DANIELA ZABUDNICKA


Print Name: STEVEN W. CUTLER


NATECO ENTERPRISES, INC. a Florida corporation

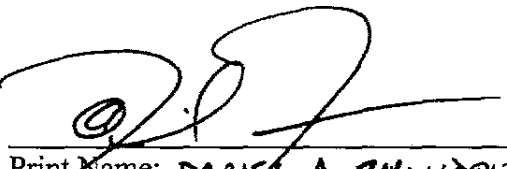

By: Nathan J. Esformes
Title: President



Print Name: DANIEL A. ZABUDOWSKI


Print Name: STEVEN W. CUTLER

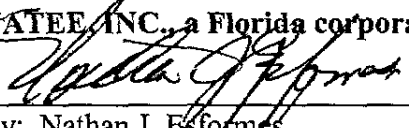
NJE, LC, a Florida limited liability company


By: Nathan J. Esformes
Title: Managing Member


Print Name: DANIEL A. ZABUDOWSKI


Print Name: STEVEN W. CUTLER

NATEE, INC., a Florida corporation


By: Nathan J. Esformes
Title: President

AGREEMENT AND PLAN OF MERGER
OF
NJE, LC, A FLORIDA LIMITED LIABILITY COMPANY,
NATEE, INC., A FLORIDA CORPORATION
AND
NATECO ENTERPRISES, INC., A FLORIDA CORPORATION

The following Agreement and Plan of Merger has been submitted to and approved by the Members of NJE, LC, a Florida limited liability company, whose tax identification number is 65-0939476 (hereinafter sometimes referred to as "NJE"); the Board of Directors and Shareholders of NATEE, INC., a Florida corporation, whose tax identification number is 52-2453128 (hereinafter sometimes referred to as "NATEE"); (NJE and NATEE are hereinafter sometimes collectively referred to as the "Merging Companies"); and the Board of Directors and Shareholders of NATECO ENTERPRISES, INC., a Florida corporation, whose tax identification number is 65-0780764 (hereinafter referred to as "Surviving Corporation").

1. Surviving Corporation. The Merging Companies shall merge with and into the Surviving Corporation (the "Merger"). After the Merger, the name of the Surviving Corporation will continue to be "NATECO ENTERPRISES, INC." Upon the Merger becoming effective, the corporate/company existence of all of the Merging Companies shall cease and only the corporate existence of the Surviving Corporation will continue.

2. Conversion of Shares and Membership Interests. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding shares of the only class of stock of NATEE, the issued and outstanding Membership Interests of NJE, and the Surviving Corporation's outstanding shares of stock will be converted and exchanged set forth below.

a. NJE's Membership Interests. All of the Membership Interests in NJE held by its Members immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holders thereof, be cancelled. No cash or other property shall be given as consideration for the assignment of such Membership Interests.

b. NATEE's Common Stock. All of the Shares of the \$1.00 par value common stock of Packing issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. No cash or other property shall be given as consideration for the cancellation of such shares.

c. Surviving Corporation's Common Stock. Each share of \$1.00 par value common stock of the Surviving Corporation (the "Surviving Corporation's Common Stock") issued and outstanding immediately prior to the Effective Date, and all rights to payment of dividends declared with respect to the Surviving Corporation's Common Stock, shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, the Members and Shareholders of all of the Merging Companies shall deliver to the Surviving Corporation their respective Membership Certificates or Share Certificates, as the case may be, representing all of the membership interests or shares of the Merging Companies owned by such Members or Shareholders, as the case may be, duly endorsed in blank. The Surviving Corporation hereby agrees that, upon receipt of such Membership Certificates and Share Certificates from the Members and Shareholders of the Merging Companies, the Surviving Corporation shall cancel said membership interests and shares. As of the Effective Date,

each membership interest and share of the Merging Companies' in the Merging Companies' treasury immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Corporation.

4. Bylaws. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Corporation and shall not be amended by the Merger.

5. Directors. The Directors of the Surviving Corporation immediately prior to the Effective Date shall be the Directors of the Surviving Corporation and will hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or as otherwise provided by law.

6. Officers. The officers of the Surviving Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation and shall hold office from the Effective Date until their respective successors are duly elected and qualified, or until their earlier resignation or removal, or otherwise as provided by law.

7. Effective Date. The Merger shall become effective as of the time and date of the filing of the Articles of Merger with the Department of State of the State of Florida, or at the time specified in the Articles of Merger, if later than the time of filing. The Articles of

Merger shall be so filed as soon as practicable after the Closing. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

8. Effect of Merger. As of the Effective Date, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Companies and the Surviving Corporation; and all singular rights, privileges, powers and franchises of the Merging Companies and the Surviving Corporation, and all property, real, personal and mixed, and all debts due to the Merging Companies or Surviving Corporation on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Corporation as they were of the Merging Companies, and the title to any real estate vested by deed or by otherwise in the Merging Companies, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Companies shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

9. Notice of General Provisions. All notices, requests, waivers and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

NJE, LC
P.O. Box 1389
Palmetto, Florida 34220

Attn: Managing Member

Natee, Inc.
P.O. Box 1389
Palmetto, Florida 34220

Attn: President


NateCo Enterprises, Inc.
P.O. Box 1389
Palmetto, Florida 34220

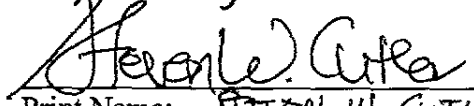
Attn: President

10. Further Assurances. After the Effective Date, the Surviving Corporation may execute and deliver any deed or assignment or other document or certificate which the Surviving Corporation determined necessary or desirable to carry out the purposes of the above-described Agreement and Plan of Merger, and the Surviving Corporation and the Merging Companies agree that the proper officers, directors, managers and members, as the case may be, of the Surviving Corporation or of the Merging Companies are fully authorized in the name of the Surviving Corporation or otherwise to execute such documents or certificates.

11. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.


12. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Print Name: DANIEL A. ZAMBONI


Print Name: STEVEN W. CUTLER

NATEE, INC., a Florida corporation


By: Nathan J. Esformes
Title: President


Print Name: DANIEL A. ZAMBONI


Print Name: STEVEN W. CUTLER

NATECO ENTERPRISES, INC., a Florida corporation


By: Nathan J. Esformes
Title: President

13. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.


15. Permissible. The Merger is permitted by the states under whose law it is incorporated and each corporation will comply with such law in effecting the merger.

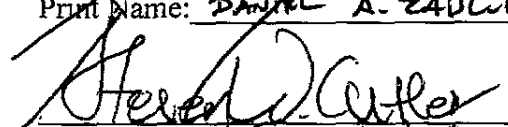
16. Board of Directors Approval. The Board of Directors of the Surviving Corporation, all of the Members of NJE, and the Board of Directors of the NATEE have approved the transactions contemplated herein.

17. Shareholders Approval. The Shareholders of the Surviving Corporation and the Members and Shareholders of the Merging Companies have approved the transactions contemplated herein.

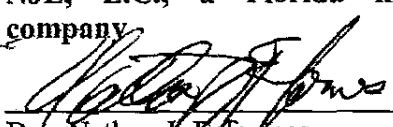
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 17th day of March, 2006.

WITNESSES:


Print Name: Daniel A. ZADWIDLOSKI


Print Name: STEVEN W. CUTLER

NJE, L.C., a Florida limited liability company


By: Nathan J. Esformes
Title: Managing Member