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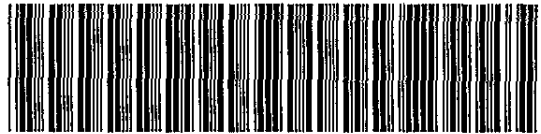
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TALLAHASSEE, FLORIDA

J. BRYAN NOV 12 2002

LAW OFFICES
HENRY P. TRAWICK, P.A.

2033 WOOD STREET

SUITE 218

SARASOTA, FLORIDA 34237

PLEASE REPLY TO:
P. O. BOX 4009
SARASOTA, FLORIDA 34230

October 29, 2002

TELEPHONE (941) 366-0660
FAX (941) 366-8941

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TALLAHASSEE, FLORIDA

Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, Florida 32314

Re: B & D Solutions, Inc./B & D Solutions LLC merger

Gentlemen:

I enclose articles of merger for B & D Solutions, Inc. It will be the surviving entity in the merger. The merger will terminate the existence of B & D Solutions LLC.

I also enclose our law firm check for \$68.75 computed as follows:

Filing fee \$60.00
Certified copy fee 8.75

If you have any question, please let me know.

Yours very truly,


Henry P. Trawick, Jr.

HPT/jam
enc.

B & D SOLUTIONS, INC.
ARTICLES OF MERGER

BY THESE ARTICLES OF MERGER B & D SOLUTIONS, INC., a Florida corporation, and B & D SOLUTIONS LLC, a Florida limited liability company, merge into a corporation for profit under Florida law to be named B & D SOLUTIONS, INC., a Florida corporation.

The plan of merger is:

1. MERGER. The name of each entity planning to merge under this agreement is:

B & D SOLUTIONS LLC #L02000023366
A Florida Limited Liability Company

B & D SOLUTIONS, INC. #P02000110536
A Florida Corporation

The surviving entity shall be B & D SOLUTIONS, INC. in accordance with §§608.438 through 608.4384 and 607.1108 through 607.11101 Florida Statutes.

2. TERMS AND CONDITION OF MERGER. (a) The articles of incorporation of the surviving corporation shall remain the articles incorporation after the merger without change.

(b) The bylaws of the surviving corporation shall remain without change.

(c) The articles of organization of the LLC and its operating agreement shall terminate after the merger.

(d) All assets of the LLC and the Corporation shall become the property of the surviving corporation. All obligations of the LLC and the Corporation shall become the obligations of the surviving corporation. Each entity shall execute all instruments and documents that are necessary or proper to effect the orderly transfer of assets and obligations.

(e) The directors of the surviving corporation shall be the directors after the merger.

(f) The members of the LLC and the board of directors of the Corporation shall approve this plan. The board of directors of the Corporation shall recommend its approval to the shareholders of the Corporation.

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(g) Upon approval of the shareholders of the Corporation, this plan shall be adopted and shall become effective for purposes of the merger.

(h) Members interests in the LLC shall be converted into stock of the Corporation in accordance with paragraph

(i) If this agreement is not approved by the shareholders of the Corporation or the members of the LLC on or before October 29, 2002, this agreement shall automatically terminate.

3. STOCK/MEMBERSHIP INTERESTS CONVERSION. The manner and basis of converting membership interest of the LLC into shares of common stock of the surviving corporation shall be:

- (a) Members' interests shall be converted into 10 shares of common stock of the Corporation for each members' interest.
- (b) The shareholders of the Corporation shall retain their present number of shares respectively.

4. WARRANTY. Each entity warrants that:

- (a) its balance sheets, profit and loss statements and other financial information delivered to the other entity fairly represents the financial condition of the delivering entity;
- (b) since the date of delivery of the financial information, no material adverse change has occurred in its financial condition;
- (c) on the effective date of the merger it will have marketable title to all of its assets, free of liens or encumbrances, except those disclosed in the financial information;
- (d) no legal proceeding is pending against it that might or could result in a material adverse change in its business, operations, assets, obligations or financial condition;
- (e) it does not have any outstanding options or agreements for the issuance or sale of additional shares of capital stock or membership interests;
- (f) it is an active entity; and

- (g) it has paid all taxes known to be due to any governmental authority or has made provision for payment.

5. PROHIBITED ACTIONS. Between the date of this agreement and the effective date of the merger neither entity shall:

- (a) issue or sell any stock, bonds or other entity securities;
- (b) incur any obligations or liabilities, except in the normal course of business;
- (c) discharge any lien or encumbrance or pay any obligation or liability other than current liabilities shown on the respective balance sheets and current liabilities incurred in the ordinary course of business since the dates of the balance sheets;
- (d) pay any dividend or make any other payment or distribution to stockholders or members or purchase or redeem any shares of its capital stock or membership interests;
- (e) mortgage, pledge or otherwise encumber any of its assets;
- (f) sell or transfer any of its tangible assets or cancel any debts or claims, except in the ordinary course of business; =
- (g) waive any right of substantial value;
- (h) enter into any transaction other than in the ordinary course of business.

6. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties. It shall not be changed except in writing signed by the parties. No representation or agreement that is not incorporated in the plan is valid. Paragraph captions are not a part of this plan.

7. GOVERNING LAW. This plan shall be governed by Florida law. This plan shall not be construed for or against a party because that party wrote it. Any action or proceeding arising from this plan shall be brought only in a state court of competent jurisdiction in Sarasota County, Florida.

8. TERMINATION. If a party to this plan fails to perform under it or one of the warranties under paragraph 4 is not true at any time before the merger is completed, any other party shall give the defaulting party notice, specifying the default. The defaulting party shall have 30 days within which to correct the default. If the defaulting party does not correct the default within the time allowed, the nondefaulting party may terminate this plan by another notice to that effect to the defaulting party.

9. NOTICES. All notices, consents and other documents required or permitted to be given by one party to another under this instrument shall be written and shall be given to LLC at 4090 Escondito Circle, Sarasota, Florida 34238 and to Corporation at 4090 Escondito Circle, Sarasota, Florida 34238. Documents shall be delivered; or mailed, certified or registered mail, return receipt requested, properly addressed with sufficient postage to reach the destination; or faxed to the recipient. The place where documents are to be delivered or sent under this paragraph may be changed from time to time by the party entitled to receive them in the same manner that notice is given. A document sent before a change is not invalidated by the change. Any irregularity in transmitting a document is cured if it is actually and timely received. Time periods related to mail service begin when it is deposited in the United States mail.


10. REMEDIES. If this plan is not consummated by a merger for any reason, including the default of a party under it, the sole remedy of a party shall be to terminate the plan. Neither party shall be liable in damages or for any other relief to the other party as a result of the termination.

11. EFFECTIVE DATE. The effective date of the merger shall be the date of filing the certificate merger.

12. APPROVALS. The plan of merger was approved by B & D Solutions, Inc. in accordance with provisions of Chapter 607 Florida Statutes and by the members of B & D Solutions LLC in accordance with the provisions of Chapter 608 Florida Statutes.

DATED on October 25, 2002.

B & D SOLUTIONS LLC

By 
As Member

By Betty R. Bucher
As Member

B & D SOLUTIONS, INC.

By Betty R. Bucher
As President

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