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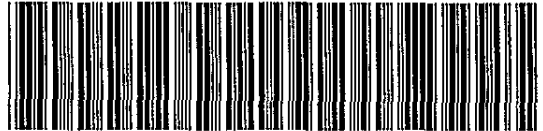
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FILED
04 MAR 16 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. Castellote MAR 23 2004

Jerry's, Inc.

March 11, 2004

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

To Whom It May Concern:

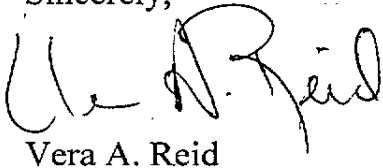
RE: Jerry's Inc.

Enclosed you will find the "Plan and Articles of Merger of Jerry's Inc. (Florida) into Jerry's Inc. (Nevada). Also enclosed is the \$70.00 fee for processing the merger.

Can you expedite this and fax a stamped copy. *Please notify.*

If you have any questions or problems, please feel free to contact us at (305) 245-2454.

Sincerely,

A handwritten signature in black ink, appearing to read "Vera A. Reid". The signature is fluid and cursive, with the first name "Vera" and last name "Reid" clearly distinguishable.

Vera A. Reid

**PLAN AND ARTICLES OF MERGER
OF
JERRY'S INC.
A FLORIDA CORPORATION
INTO
JERRY'S INC.
A NEVADA CORPORATION**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATIONS DO HERBY CERTIFY:

ARTICLES OF MERGER

ARTICLES OF MERGER (these "Articles") made and entered into as of March 8, 2004 by and between JERRY'S INC., a Florida corporation ("JRRY") and JERRY'S INC., a Nevada corporation ("JRRYN"). These Articles are adopted pursuant to Florida Revised Statutes. All of such laws expressly permit the merger described herein; subject to and pursuant to all of the terms and conditions as set forth herein.

**ARTICLE I
SURVIVOR CORPORATION**

JRRYN now JRRY, a Nevada corporation, shall be the "Survivor Corporation".

**ARTICLE II
SHARES AUTHORIZED AND OUTSTANDING**

On the date of these Articles of Merger, JRRYN has authority to issue 500,000,000 shares of Common Stock, \$.0001 par value, of which 1,000 shares are issued and outstanding and 20,000,000 shares of Preferred Stock, \$.0001 par value, of which no preferred shares are issued and outstanding. On the date of these Articles of Merger, JRRY has authority to issue 4,000,000 shares of Common Stock, \$0.04 par value (the "JRRY" Common Stock), of which 622,377 are issued and outstanding.

**ARTICLE III
SHAREHOLDER VOTE**

On March 8, 2004 a majority of the shareholders entitled to vote on the action constituting 74% of the outstanding shares of JRRY Common Stock approved the Agreement and Plan of Merger to merge JRRY into JRRYN. Said number of votes was sufficient for approval by the shareholders. The plan of merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

On March 8, 2004 all of the shareholders entitled to vote on the action constituting 100% of the outstanding shares of JRRYN Common Stock approved the Agreement and Plan of Merger to merge JRRY into JRRYN. Said number of votes was sufficient for approval by the shareholders. The plan of merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

ARTICLE IV PLAN OF MERGER

The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation (JRRYN). Said address is: 70 N.E. 3rd Street, Florida City, Florida 33034.

A copy of the Agreement and Plan of Merger will be furnished by the Survivor Corporation to any shareholder of any constituent corporation.

The terms of the Agreement and Plan of Merger are as follows:

(1) *Merger.* JRRY shall be merged with and into JRRYN, and JRRYN shall survive the merger ("Merger"), effective upon the date when the Agreement and Plan of Merger is made effective in accordance with applicable laws (the "Effective Date").

(2) *Governing Documents.* The Bylaws of JRRYN, in effect on the Effective Date, shall continue to be the Bylaws of JRRYN as the Survivor Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

(3) *Issuance of Additional Shares.* The Corporation at this time shall not issue any additional shares.

(4) *Reverse stock split restriction.* Subsequent to the change of control, the new Board of Directors of the Survivor Corporation shall agree not to effectuate a reverse stock split for a period of one year from the date of Closing.

(5) *Terms and Conditions of the Merger.*

(a) The terms and conditions of the merger are, and the manner and basis of converting shares of each corporation into shares of the surviving corporation are as follows: upon effectiveness of the merger, all outstanding common shares of JERRY'S INC., JRRY (namely 622,377 shares) shall be converted to approximately 43,672 common shares of, JRRYN on the basis of one (1) share of JERRY'S INC., common stock plus 100 shares, if an odd lot, for each fifty (50) outstanding shares of common stock of JERRY'S INC., JRRY. All outstanding shares of common capital stock of JERRY'S INC., JRRYN (namely 1,000 shares) shall be cancelled in the merger.

(b) The JERRY'S INC. of Florida, JRRY, presently has 622,377 shares of common stock outstanding, of which 459,036 (74%) shares voted in favor of the

merger effective February 25, 2004, by proxy vote and written consent. The JERRY'S INC. of Nevada, JRRYN, has 1,000 shares of common stock outstanding, all of which shares were voted in favor of the merger by written consent effective February 25, 2004.

(c) The effective date of the merger shall be the date this document is filed with the Department of Corporations of the State of Florida.

(6) *Lockup Agreement.* There is no lockup agreement effective at this time.

(7) *Resignation of Officers and Directors.* Each of the current officers and directors of JRRY shall have delivered to JRRYN written resignations effective as of the effective date of the Merger (the "Effective Date").

(8) *Further Assurances.* From time to time, as and when required by the Survivor Corporation or by its successors and assigns, there shall be executed and delivered on behalf of JRRY 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, perfect or confirm, of record or otherwise, in the Survivor Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of JRRY, and otherwise to carry out the purposes of the Merger Agreement, and the officers and directors of the Survivor Corporation are fully authorized in the name and on behalf of JRRY or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(9) *Access to Documentation.* Prior to the merger, JRRYN and JRRY shall provide each other full access to their books and records, and shall furnish financial and operating data and such other information with respect to their business and assets as may reasonably be requested from time to time. If the proposed transaction is not consummated, all parties shall keep confidential any information (unless ascertainable from public filings or published information) obtained concerning each others operations, assets and business.

(10) *Abandonment.* At any time before the effective Date, the Agreement and Plan of Merger and the Articles of Merger may be terminated and the merger may be abandoned by the Board of Directors of either JRRYN or JRRY or both, notwithstanding approval of the Agreement and Plan of Merger by the shareholders of JRRYN or the shareholders of JRRY or both.

IN WITNESS WHEREOF, these Articles of Merger, having first been duly approved by resolution of the Boards of Directors of JRRYN and JRRY and their respective shareholders, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

JERRY'S INC.
A Florida corporation

[Signature]
Robert Alvarez, President & Chairman

ATTEST:

, Secretary

JERRY'S INC.
A Nevada corporation

[Signature]
Gabriel Gonzalez, President

ATTEST:

, Secretary

State of FLORIDA)
County of MONROE) ss.

On the 8 day of MARCH 2004 personally appeared before me the President of JERRY'S INC., a Florida corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

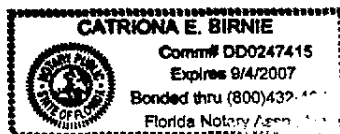
[Signature]
NOTARY PUBLIC

20 OSPREY RD.
Address

KEY LARGO FL 33037

My Commission Expires: 9/4/2007

SEAL



State of FLORIDA,
County of MONROE)ss.

On the 8 day of MARCH, 2004, personally appeared before me the
President of JERRY'S INC., a Nevada corporation, the signer of the above instrument
who duly acknowledged to me that he executed the same on behalf of said corporation
pursuant to duly adopted director's resolutions.

Catriona E. Birnie
NOTARY PUBLIC

20 OSPREY RD
Address

KEY LARGO FL 33037

My Commission Expires: 9/4/2007

SEAL

