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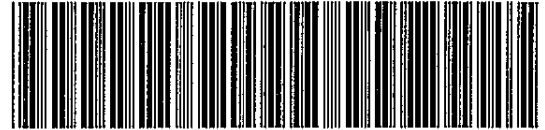
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TALLAHASSEE, FLORIDA

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Susan S. Adkins
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June 2, 2004

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

**Re: Articles of Merger – Global Distributing Services, Inc. and
Petrol Enterprises, Incorporated; Our File No. 12005-1**

Dear Sir or Madam:

Enclosed please find the following relating to the merger of Global Distributing Services, Inc. and Petrol Enterprises, Incorporated:

1. Articles of Merger
2. Plan of Merger
3. Agreement and Plan of Merger
4. Our firm's check in the amount of \$70 representing the filing fee.

Please process the enclosed and return a copy to me in the enclosed self-addressed envelope. If you should have any questions, please contact the undersigned directly.

Very truly yours,
Huck, Bouma, Martin, Jones & Bradshaw, P.C.

By:

Brett M. Dale

BMD:sgc

Enclosures

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HUCK BOUMA^{PC}

ATTORNEYS AT LAW

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C. William Pollard

June 24, 2004

Annette Ramsey
Document Specialist
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Global Distributing Services, Inc. – P04000053206
Our File No. 12005-1

Dear Ms. Ramsey:

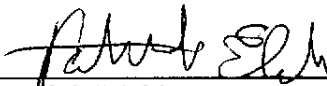
Enclosed with this letter are the following:

1. Copy of your letter to Brett Dale dated June 14, 2004; and
2. Articles of Merger under Sections 607.1101-607.1107, F.S.

Please file the enclosed Articles of Merger as soon as possible. Your letter to Brett Dale did not include the return of the \$70 filing fee so I am assuming it will be applied to this corrected filing.

Should you have any further questions, please contact the undersigned.

Very truly yours,
HUCK BOUMA PC

By: 
Patrick J. Elder

PJE:sgc
Enclosure

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FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

June 14, 2004

Brett M. Dale
HBMJ & B P.C.
1755 S. Naperville Road, Suite 200
Wheaton, IL 60187

SUBJECT: GLOBAL DISTRIBUTING SERVICES, INC.
Ref. Number: P04000053206

We have received your document for GLOBAL DISTRIBUTING SERVICES, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 904A00039801

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving** corporation are:

Name

Jurisdiction

Petrol Enterprises, Incorporated

Florida

Second: The name and jurisdiction of each **merging** corporation are:

Name

Jurisdiction

Global Distributing Services, Inc.

Florida

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on April 19, 2004.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 19, 2004.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
04 JUN 29 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Name of Corporation

Typed or Printed Name of Individual & Title

John Apertelen

John Apostolou, President

John Apotolon

John Apostolou, President

[illegible]

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation are:

<u>Name</u>	<u>Jurisdiction</u>
<u>Petrol Enterprises, Incorporated</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation are:

<u>Name</u>	<u>Jurisdiction</u>
<u>Global Distributing Services, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is dated as of the 19th day of April, 2004, by and between GLOBAL DISTRIBUTING SERVICES, INC., a Florida corporation ("Global") and PETROL ENTERPRISES, INCORPORATED, a Florida corporation ("Petrol") (hereinafter individually a "party" and collectively the "parties").

Recitals

- A. Global is a corporation duly organized and existing under Florida law;
- B. Petrol is a corporation duly organized and existing under Florida law;
- C. The aggregate number of shares of capital stock that Global has authority to issue is 10,000 shares of common stock, without par value ("Global Common Stock") of which 1,000 shares are issued and outstanding.
- D. The aggregate number of shares of capital stock that Petrol has authority to issue is 5,000 shares of common stock, \$0.3125 par value ("Petrol Common Stock"), of which 4,000 shares are issued and outstanding.
- E. The Board of Directors and Shareholders of each party have adopted this Agreement and determined that it is desirable and to the benefit and welfare of their respective corporations that Global be merged with and into Petrol under and pursuant to the provisions of the Florida Business Corporation Act (the "Florida BCA"), and have approved such merger on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein set forth, the parties agree as follows:

Article 1 The Merger

At and as of the Effective Date (defined in Article 3 below):

- 1.01 Global shall be merged with and into Petrol (the "Merger").
- 1.02 The separate corporate existence of Global shall cease and the parties shall be a single corporation which shall be "Petrol Enterprises, Incorporated" (hereinafter sometimes called the "Surviving Corporation").
- 1.03 The Surviving Corporation shall then and thereafter possess all of the rights, privileges, immunities and franchises of each of the parties; all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other actions, and all and every other interest of or belonging to or due to each of the parties shall be taken

and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or any interest therein vested in any of the parties shall not revert or be in anyway impaired by reason of the Merger.

- 1.04 The Surviving Corporation shall then and thereafter be responsible and liable for all of the liabilities and obligations of each of the parties; any existing claims, actions or proceedings pending by or against any of the parties may be prosecuted to judgment as if the Merger had not taken place, and the Surviving Corporation may be substituted in the place of any of the parties; and all rights of creditors and all liens on the property of each party shall be preserved unimpaired.
- 1.05 The aggregate amount of the net assets of the parties which was available for the payment of dividends immediately prior to the Merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the Surviving Corporation.
- 1.06 The Articles of Incorporation of Petrol, and any and all amendments thereto as of the Effective Date, shall be and constitute the Articles of Incorporation of the Surviving Corporation until amended or changed in accordance with Florida law.
- 1.07 The By-Laws of Petrol, and any and all amendments thereto as of the Effective Date, shall be and constitute the By-Laws of the Surviving Corporation until amended, changed or repealed.
- 1.08 On the Effective Date, the names of the directors and officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Director: John Apostolou

(b) Officers: John Apostolou as President, Secretary & Treasurer

Article 2

Conversion of Shares

At the Effective Date, each issued and outstanding share of Global Common Stock shall be converted into one (1.0) share of Petrol Common Stock. At the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Global Common Stock shall surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one (1.0) share of Petrol Common Stock for every one (1.0) share of Global Common Stock previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding

certificate which prior to the Effective Date represented Global Common Stock shall be deemed and treated for all corporate purposes to represent the ownership of one (1.0) share of Petrol Common Stock. No other cash, shares, securities or obligations will be distributed or issued upon conversion of Global Common Stock to shares of Petrol Common Stock.

Article 3

Shareholder Approval; Articles of Merger; Effective Date

- 3.01 Each party recites, represents and warrants that this Agreement, and the consummation of the Agreement and Plan of Merger set forth herein, have been duly authorized and approved by the Board of Directors and Shareholders of each party in accordance with the Florida BCA.
- 3.02 Each party recites, represents and warrants that it has, concurrently with its execution of this Agreement, executed Articles of Merger of the Department of State of Florida.
- 3.03 Each party shall cooperate in filing as soon as practicable such Articles of Merger with the Department of State of Florida in accordance with the Florida BCA and the Merger shall be deemed effective ("Effective Date") as of April 7, 2004.

Article 4

Representations and Warranties of the Parties

Each party represents and warrants to the other parties that the statements contained in this Article 4 are correct and complete as of the date of this Agreement and shall be correct and complete as of the Effective Date.

- 4.01 Organization, Qualification, and Corporate Power. Each party is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. Each party is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Each party has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on the businesses in which it is engaged (and in which it presently proposes to engage) and to own and use the properties owned and used by it.
- 4.02 Consents. Except for approval by the Florida Department of State through the filing of Articles of Merger, each party warrants that it is not required to give prior notice to, or obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority, creditor or other person or entity in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.
- 4.03 Corporate Authority. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement, when

executed and delivered by each party, shall be the valid and binding obligation of each party enforceable against the other parties in accordance with the terms hereof.

- 4.04 Capitalization. Each party warrants that all of the issued and outstanding shares of common stock of each party have been duly authorized, are validly issued, fully paid, and non-assessable.
- 4.05 Non-Contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any party is subject or any provision of the Articles of Incorporation or By-Laws of any party; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any party is a party or by which it is bound or to which any of its assets is subject.

Article 5

Closing Conditions

The obligation of each party to consummate the transactions to be performed by it in connection with this Agreement is subject to satisfaction of the following conditions:

- 5.01 All representations and warranties of each party set forth in this Agreement shall be true and correct in all respects at and as of the *Effective Date*.
- 5.02 Each party shall have performed all of its obligations and agreements and complied with all of its covenants under this Agreement prior to the *Effective Date*.
- 5.03 No action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction or charge would (i) prevent consummation of any of the transactions contemplated by this Agreement; or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation.
- 5.04 All actions to be taken by each party in connection with the consummation of the transactions contemplated by this Agreement, and all instruments and documents required to effect the transactions contemplated by this Agreement, shall be reasonably satisfactory in form and substance to each party.

Article 6
Indemnification Provisions

- 6.01 All representations, warranties, covenants and agreements contained in this Agreement, and any other document delivered pursuant hereto or otherwise in connection herewith, shall survive the Effective Date.
- 6.02 Each party agrees to indemnify and hold the other parties harmless from and against all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, penalties, fines, costs, indebtedness, obligations, taxes, liens, expenses and fees, including all attorneys' fees and court costs ("Losses"), incurred by the other parties resulting from, arising out of, relating to, in the nature of, or caused by any breach of any representation, warranty, covenant or agreement of each party contained in this Agreement.

Article 7
Further Assistance

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of any of the parties to this Agreement, the officers and directors of each party, as the case may be, in office immediately prior to the Effective Date shall in the name of such party execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions of this Agreement.

Article 8
Expenses

The Surviving Corporation shall bear all expenses of carrying this Agreement into effect and accomplishing the Merger, including, without limitation, any amounts to which dissenting shareholders may be entitled by reason of the Merger.

Article 9
Termination

This Agreement may be terminated at anytime prior to or on the Effective Date as follows:

- 9.01 By agreement of all of the parties.

- 9.02 By any party if (i) there has been a material misrepresentation, breach of warranty or breach of covenant by any other party under this Agreement, or (ii) any of the conditions set forth in Article 5 of this Agreement shall not have been fulfilled at or prior to the Effective Date.

Article 10 Miscellaneous

- 10.01 Assignment. The respective rights and obligations of the parties under this Agreement shall not be assignable by any party without the prior written consent of the other parties.
- 10.02 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. This Agreement shall not be modified, amended or terminated, except by written agreement of the parties. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit, or amplify the provisions hereof.
- 10.03 Headings. All headings in this Agreement have been included merely for convenience of reference and are not to be considered part of, or to be used in interpreting, this Agreement.
- 10.04 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws rules.

Executed as of the date and year first above written.

Global Distributing Services, Inc.

Petrol Enterprises, Incorporated

By: John Apostolon

By: John Apostolon

Title: President

Title: President