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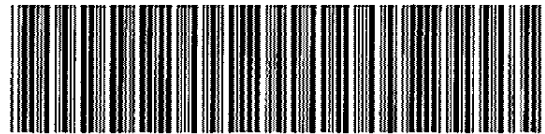
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May 14, 2004

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PLEASE FILE AND PROCESS THIS REQUEST SECOND

To Whom It May Concern:

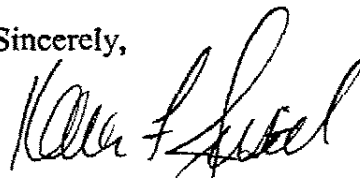
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$80.00** for the applicable filing fees and fees to obtain a **Certified Copy of the Articles of Merger** for the following entity:

MACHO DISTRIBUTION CENTER into

MACHO DISTRIBUTION CENTER, LLC

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Thank you for your assistance in this matter.

Sincerely,



Karen F. Jusevitch, Paralegal

KFJ/hs

Enclosures

**ARTICLES OF MERGER
MERGING
MACHO DISTRIBUTION CENTER
WITH AND INTO
MACHO DISTRIBUTION CENTER, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 620.8905, 620.8906, and 620.8907 of the Florida Revised Uniform Partnership Act of 1995 and Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act, **MACHO DISTRIBUTION CENTER** (the "Partnership"), a Florida general partnership, and **MACHO DISTRIBUTION CENTER, LLC** (the "LLC"), a Florida limited liability company, hereby adopt the following Articles of Merger:

ARTICLE I

The name, type of entity and state of organization of each of the constituent business entities are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
MACHO DISTRIBUTION CENTER	Florida	General Partnership
MACHO DISTRIBUTION CENTER, LLC	Florida	Limited Liability Company

ARTICLE II

Effective as of the close of business on the date of filing of these Articles of Merger with the Florida Secretary of State (the "Effective Date"), the Partnership shall be merged with and into the LLC, and the LLC shall be the surviving business entity.

ARTICLE III

The Plan of Merger pursuant to which the Partnership shall merge with and into the LLC (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The Plan of Merger was adopted and approved by the all of the partners of the Partnership as of the date hereof, in accordance with the applicable provisions of Chapter 620, *Florida Statutes*, and in accordance with the terms of the Partnership Agreement of the Partnership. The Plan of Merger was adopted by the Board of Directors and approved by all of the members of the LLC as of date hereof, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, and in accordance with the terms of the LLC's Articles of Organization and Operating Agreement. There are no dissenting partners or dissenting members of either of the constituent business entities.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, these Articles of Merger are dated as of the 14th day of
May, 2004.

MACHO DISTRIBUTION CENTER, a
Florida general partnership

By: Lucy Horne
Lucy Horne, its Managing Partner

MACHO DISTRIBUTION CENTER, a
Florida limited liability company

By: Lucy Horne
Lucy Horne, its Manager

EXHIBIT A
PLAN OF MERGER
OF
MACHO DISTRIBUTION CENTER
WITH AND INTO
MACHO DISTRIBUTION CENTER, LLC

THIS PLAN OF MERGER is approved and adopted by **MACHO DISTRIBUTION CENTER**, a Florida general partnership (the "Partnership"), and **MACHO DISTRIBUTION CENTER, LLC**, a Florida limited liability company (the "LLC").

1. The principal place of business for both the Partnership and the LLC is located at 10045 102nd Terrace, Sebastian, Florida 32958.

2. The interests in the capital and profits of the Partnership (the "Partnership Interests") are owned as follows: fifty-one percent (51%) by Lucy Horne and forty-nine percent (49%) by Amir K. Shadab (with such parties in such context collectively referred to herein as the "Partners"), and there are no options or other rights to acquire additional capital or profits interests issued or outstanding.

3. The interests in the capital and profits of the LLC (the "Membership Interests") are owned as follows: fifty-one percent (51%) by Lucy Horne and forty-nine percent (49%) by Amir K. Shadab (with such parties in such context collectively referred to herein as the "Members"), and there are no options or other rights to acquire additional capital or profits interests issued or outstanding.

4. The Partnership will merge with and into the LLC at the Effective Time (as defined below), whereupon the Partnership will cease to exist and the separate businesses of the Partnership and the LLC will continue on a combined basis through the LLC.

ARTICLE I

1.1 Names of Constituent Entities.

Name of Target Entity: MACHO DISTRIBUTION CENTER, a Florida general partnership

Name of Surviving Entity: MACHO DISTRIBUTION CENTER, LLC, a Florida limited liability company

1.2 **The Merger.** At the Effective Time, the Partnership shall merge with and into the LLC (the "Merger"), the separate existence of the Partnership shall thereupon cease, and the LLC shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue its legal existence under the laws of the State of Florida.

1.3 **Effect of Merger.** The Merger shall have the effects set forth in the Florida Limited Liability Company Act, as amended (the "FLLCA"), and the Florida Revised Uniform Partnership Act of 1995, as amended (the "FRUPA") (with the FLLCA and the FRUPA referred to herein collectively as the "Acts").

1.4 **Effective Time.** The Merger shall become effective as of the close of business on the date that the Articles of Merger are filed with the Florida Secretary of State (the "Effective Time"). The Parties hereto will file with the Florida Secretary of State (the "Secretary of State") the Articles of Merger and other necessary documents (the "Merger Documents"), in such form as required by, and executed in accordance with, the relevant provisions of the Acts in order to effect the Merger as of the Effective Time.

ARTICLE 2

2.1 **Partnership Interests.** As of the Effective Time, all of the Partnership Interests issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled

2.2 **Membership Interests.** As of the Effective Time, all of the Membership Interests issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding.

2.3 **No Conversion.** Since all of the Partnership Interests issued and outstanding immediately prior to the Effective Time are owned by the Members in the same proportion as their ownership of the Membership Interests, no conversion of the issued and outstanding Partnership Interests into Membership Interests is necessary, and no additional interests in the capital or profits of the LLC will be issued in connection with the Merger. Therefore, immediately after the Merger, the Membership Interests shall continue to be issued and owned as follows:

<u>Member</u>	<u>Ownership of Partnership Interests</u>	<u>Ownership of Membership Interests</u>
Lucy Horne	51%	51%
Amir K. Shadab	49%	49%

2.4 **Rights and Obligations of the Partnership.** In accordance with and insofar as permitted by the applicable provisions of the Acts: (i) the Surviving Entity shall possess all rights, privileges and powers of the Partnership, (ii) all property and assets of the Partnership shall vest in the Surviving Entity without any further act or deed, and (iii) the Surviving Entity shall assume and be liable for all liabilities and obligations of the Partnership.

ARTICLE 3

3.1 LLC Articles of Organization and Operating Agreement and Regulations.

The Articles of Organization and Operating Agreement and Regulations of the LLC in effect immediately prior to the Effective Time shall be and will remain the Articles of Organization and Operating Agreement and Regulations of the Surviving Entity, unless and until such Articles of Organization and Operating Agreement and Regulations shall be amended as provided by law.

3.2 Partnership Agreement. The Partnership Agreement of the Partnership, as such, shall be terminated as of the Effective Time and thereafter be of no further force or effect.

3.3 Partnership Organizational Documents. All other organizational documents and agreements relating to the Partnership, if any, shall be canceled as of the Effective Time and thereafter be of no further force or effect.

3.4 LLC Board of Managers. The members of the Board of Managers of the LLC in effect immediately prior to the Effective Time shall be and will remain the members of the Board of Managers of the Surviving Entity, until such time as their successors are duly elected and qualified and/or the number of members is altered in accordance with the terms of the Articles of Organization and Operating Agreement and Regulations of the Surviving Entity.

MANAGER — Lucy Horne, 10045 102nd Terrace, Sebastian, FL 32958

ARTICLE 4

4.1 Amendment. The Constituent Entities, by mutual consent, may amend this Plan of Merger prior to the filing of the Articles of Merger with the Secretary of State; provided, however, that an amendment made subsequent to the adoption of this Plan of Merger by the Members and the Partners shall be subject to the limitations specified in the Acts.

4.2 Termination. This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of Articles of Merger with the Secretary of State, whether before or after adoption of this Plan of Merger by the Members and the Partners, if the Board of Managers of the LLC and/or the Partners of the Partnership determine that the consummation of the transactions provided for herein would not, for any reason, be in the best interest of the parties.

4.3 Partner and Shareholder Approval. This Plan of Merger shall be submitted to the Partners and Members for approval prior to the Effective Time.

4.4 Filing of Articles of Merger. After obtaining such approval by the Members and the Partners, the President and Secretary of the LLC and the Managing Partner of the Partnership are hereby authorized and directed to cause all required documents to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.