



THE UNITED STATES
CORPORATION
COMPANY

99000000789i

ACCOUNT NO. : 072100000032
REFERENCE : 700305 4814233
AUTHORIZATION : Patricia Pizzuto
COST LIMIT : \$ 90.00

ORDER DATE : May 17, 2000
ORDER TIME : 12:09 PM
ORDER NO. : 700305-005
CUSTOMER NO: 4814233

700003255867--1

CUSTOMER: Sean J. Reynolds, Esq
Morris Manning & Martin
1600 Atlanta Financial Center
3343 Peachtree St, Northeast
Atlanta, GA 30326

ARTICLES OF MERGER

L99-7891

STOREPARTS.COM, L.L.C.

INTO
STOREECONOMY, INC. NQ

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Janine Lazzarini
EXAMINER'S INITIALS:

RECEIVED
00 MAY 17 PM 12:55
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
FILED
00 MAY 17 PM 2:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W/3/17

9

ARTICLES OF MERGER
Merger Sheet

MERGING:

STOREPARTS.COM, L.L.C. a Florida entity #L99000007891

INTO

STORECONOMY, INC.. corporation not qualified in Florida

File date: May 17, 2000

Corporate Specialist: Lee Rivers

Account number: 072100000032

Account charged: 68.75

**ARTICLES OF MERGER OF
STOREPARTS.COM, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

AND

**STOREECONOMY, INC.,
A DELAWARE CORPORATION**

I.

Effective as of this 8th day of May, 2000, the names and jurisdictions of organization of each constituent business entity that is merging are StoreParts.com, LLC, a Florida limited liability company, the merging company, and Storeconomy, Inc., a Delaware corporation, the surviving company.

II.

The name of the surviving company shall be Storeconomy, Inc.

III.

The Agreement and Plan of Merger is attached hereto as Exhibit A.

IV.

The Agreement and Plan of Merger was duly approved, adopted, certified, executed and acknowledged by the Manager and sole member of StoreParts.com, LLC in accordance with Chapter 608 of the Florida Statutes.

V.

The Agreement and Plan of Merger was duly approved, adopted, certified, executed, and acknowledged by the Board of Directors and sole shareholder of Storeconomy, Inc. in accordance with Section 264 of the Delaware General Corporation Law.

VI.

Pursuant to the Agreement and Plan Merger, the merger of StoreParts.com, LLC and Storeconomy, Inc. shall be effective as of the date these Articles of Merger have been filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida.

VII.

The principal office of the surviving company, as reflected on the Certificate of Incorporation filed with the Secretary of State of the State of Delaware is:

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TALLAHASSEE FLORIDA

6320 St. Augustine Road
Suite 2
Jacksonville, Florida 32216

VIII.

The surviving company acknowledges that it is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of the merging company.

IX

The Surviving company agrees to promptly pay to the dissenting members of the merging company the amount, if any, to which such dissenting members are entitled under Fla. Stat. §608.4384.

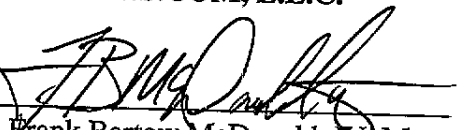
[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

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TALLAHASSEE FLORIDA

IN WITNESS WHEREOF, the constituent companies have each caused these Articles of Merger to be executed on their respective behalves by their members, managers, or duly authorized officers effective as of the day and year first above written.

STOREPARTS.COM, L.L.C.

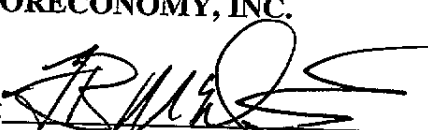
By:



Frank Bartow McDonald, IV, Manager

STORECONOMY, INC.

By:



Frank Bartow McDonald, IV, President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

See attached.

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**AGREEMENT AND PLAN OF MERGER
OF
STOREECONOMY, INC.,
A DELAWARE CORPORATION,
AND
STOREPARTS.COM, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 8th day of May, 2000, and shall be effective (the "Effective Date") as of the filing of the Articles of Merger, by and between **Storeconomy, Inc.**, a Delaware corporation ("Corporation") and **StoreParts.com, LLC**, a Florida limited liability company ("LLC") (Corporation and LLC are sometimes hereinafter referred to collectively as the "Constituent Companies"):

WITNESSETH:

WHEREAS, the sole manager and the sole member of LLC deem it advisable and for the benefit of such company and its sole member that LLC merge with and into Corporation pursuant to the terms of this Agreement and Plan of Merger and in accordance with the applicable laws of the State of Delaware; and

WHEREAS, the Board of Directors and the shareholders of Corporation deem it advisable and for the benefit of Corporation and its shareholders that LLC merge with and into Corporation pursuant to the terms of this Agreement and Plan of Merger and in accordance with the applicable laws of the State of Delaware.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual agreements hereinafter contained, it is hereby agreed by and between the parties hereto, subject to the approval and adoption of this Agreement and Plan of Merger by the Board of Directors and shareholders of Corporation and the sole manager and sole member of LLC (hereinafter sometimes referred to as the "Merged Company"), that LLC be merged with and into Corporation, with Corporation being the surviving corporation in such merger (which in its capacity as surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation"), in accordance with the applicable laws of the State of Delaware and that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect be as follows:

1.

The Certificate of Incorporation of the Corporation shall on the Effective Date become the Certificate of Incorporation of the Surviving Corporation.

2.

Until altered, amended or repealed, as therein provided, the Bylaws of Corporation as in effect on the Effective Date shall become the Bylaws of the Surviving Corporation.

3.

The manner of dealing with the shares and interests of each of the Constituent Companies is as follows:

(a) Upon the Effective Date of the merger:

- (i) each issued and outstanding membership interest or other interest in the LLC shall be cancelled and shall have no further force or effect; and
- (ii) each issued and outstanding share of capital stock of Corporation shall remain issued and outstanding.

(b) From and after the Effective Date, the holder of any membership interest or other interest to be canceled as above provided shall, if such interest is certificated, surrender the same to the Surviving Corporation. Irrespective of whether certificated or so surrendered, however, each such membership interest or other interest shall be deemed to be canceled and shall be of no further force or effect.

4.

Upon the Effective Date, the separate existence of LLC shall cease and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, as well of a public nature as of a private nature, of LLC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of such companies 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 LLC shall not revert or be in any way impaired by reason of this merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of LLC; and any claim existing or action or proceeding, civil or criminal, pending by or against LLC may be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in its place, and any judgment rendered against any of such companies may thenceforth be enforced against the Surviving Corporation; and neither the rights of creditors nor any liens upon the property of LLC shall be impaired by such merger.

5.

Upon the Effective Date, the operating agreement of LLC shall be terminated and shall have no further force or effect.

6.

Upon the merger becoming effective, the assets and liabilities of LLC shall be recorded on the books of the Surviving Corporation at the amounts at which they are carried on the books of LLC immediately prior to the merger; and the earned surplus of the Surviving Corporation shall be the combined earned surplus of LLC and the Surviving Corporation and there shall be made such other appropriate entries consistent with generally accepted accounting principles as may be required.

7.


If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of LLC, the members of LLC shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


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IN WITNESS WHEREOF, the Constituent Companies have each caused this Agreement and Plan of Merger to be executed on their respective behalves by their duly authorized managers or officers effective as of the day and year first above written.

STORECONOMY, INC.,
a Delaware corporation

By: 
Frank Bartow McDonald, IV, President

STOREPARTS.COM, LLC,
a Florida limited liability company

By: 
Frank Bartow McDonald, IV, Manager

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TALLAHASSEE FLORIDA**