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FILED
00 OCT 30 PM 3:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

October 26, 2000

Secretary of State
Department of State
Corporate Division
PO Box 5588
Tallahassee, FL 32314

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*****70.00 *****70.00

Re: The Gifted Gourmet, Inc.

Dear Sir or Madam:

Enclosed is the original of the Articles of Incorporation for The Gifted Gourmet, Inc. Please file the Articles and return to this office a copy of the same. I have also enclosed a check in the amount of \$70.00, for the filing fee.

Thank you for your prompt cooperation in this matter. If you have any questions, please do not hesitate to contact this office.

Sincerely,


William Glenn Roy, Jr.

Encl.



ARTICLES OF INCORPORATION
OF
THE GIFTED GOURMET, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporators of a corporation under the Florida General Corporation Act, adopt the following articles of incorporation:

1. The name of the corporation is:

THE GIFTED GOURMET, INC.

2. The purpose of the corporation is to engage in any activities or businesses permitted under the laws of the United States, State of Florida, and in such states as the corporation shall be authorized to do business.

3. The corporation shall have perpetual existence.

4. The aggregate number of shares which the corporation shall have authority to issue is Five Hundred Shares, all of one class, and having a par value of \$1.00 per share. The Board of Directors shall have authority to divide any or all within the limitations set forth under the laws of the United States, State of Florida and such state as the corporation shall be authorized to do business, as shall be appropriate, fix and determine the relative rights and preferences of the shares of any series so established. All shares are subject to the following restrictions:

a. Shareholders may dispose of their stock in this corporation, or encumber said stock, only under the conditions expressed herein.

b. Any shareholder desiring to encumber or dispose of his stock must obtain the written consent of each of the other shareholders and of this corporation.

c. In the absence of the obtaining of such written consent, the shareholder desiring to encumber or dispose of their stock certificates shall first offer to sell all of their stock to the corporation in accordance with the terms of this agreement and as regards any stock not purchased by the corporation then in turn the unsold stock shall be offered to all of the remaining shareholders to be purchased on a prorata basis if the shareholders cannot reach an agreement as to who shall purchase what amount of stock from the offering shareholder.

1. The offering shareholder shall inform the corporation of their intention to sell by registered mail to the corporation at its registered agent's address and to each other shareholder.

2. Sale to the corporation or to any other shareholder shall take place within sixty (60) days of the date of such receipt of said notice by the corporation and all other shareholders.

3. The purchase price for each share of stock shall be the book value per share on the last day of the month preceding the date of the mailing of the notice of intention to sell. The accountant for the corporation shall determine the book value per share. The corporation, execute a promissory note to pay said amount in monthly installments to be amortized over seven (7) years. It shall bear interest at the highest legal rate of interest allowed under Florida Statutes. It shall provide for the right to repay without penalty, reasonable attorney's fees, court costs, discovery expenses, and aforesaid to be on both the trial level and all appellate levels. Payments are to be made the first of each month with a fifteen (15) day grace period.

4. Said promissory note shall be secured by the corporation executing one or more security agreements encumbering all or part of all the tangible and intangible personal property of the corporation, liens upon titles to vehicles and boats, and mortgages on land in a sufficient sum to guarantee said promissory note, but in no event shall the fair market value of the property encumbered exceed twice the face value of the said note.

5. The corporation has the right to decline to purchase part or all of the shareholder's stock. In the event the corporation declines to purchase all of the stock, then the offering shareholder shall offer that portion unsold to the remaining shareholders, to be purchased at the same price as above defined on said basis. Purchase of said stock by other shareholders shall be on a cash basis unless otherwise agreed between the offering shareholder and the purchasing shareholder. All unsold shares of stock may be offered for sale and be purchased by non-shareholders after completion of all of the requirements precedent contained in this agreement. If stock certificates are sold in violation of this agreement, then such purchasers shall not be made stockholders of record, not entitled to vote not dividends nor any rights or privileges of this corporation.

6. The corporation shall within thirty (30) days after the date of receipt of said notice inform the offering shareholder of its intentions. Individual shareholders shall have forty-five (45) days after the date of receipt of said notice to inform shareholder of their intentions. If the corporation or any shareholder shall exercise their rights under this agreement, then a closing of those rights shall take place within sixty (60) days of the receipt of said notice by the corporation and by each of the shareholders.

7. In the event of the death of any shareholder. The requirements of these stock shall be purchased by the corporation or other shareholders in accordance with the above provisions. The requirements of these articles of incorporation shall be binding upon all shareholders, their personal representatives, heirs, successors, and assigns.

d. The certificates of stock of this corporation shall bear the following endorsement on each share: "This share certificate is subject to a restriction against sale or

encumbrance contained in the Articles of Incorporation." Said articles provide for restrictions upon transfer of the stock and a copy of the Articles of Incorporation may be obtained from the secretary of the corporation."

e. A shareholder who desires to encumber their stock certificates may do so only after receiving consent by shareholders who represent not less than three-fourths (3/4) of the authorized and outstanding shares of the corporation or in lieu of receiving said consent said shareholder shall offer said stock for sale on the above terms and conditions.

f. Dividends may be paid on the common share, as and when declared by the Board of Directors, out of any funds of this corporation legally available for the payment of such dividends, from the net earnings of from the surplus of the assets over liabilities including capital of the corporation. And when Directors shall so determine, dividends on common shares may be paid in common stock, subject to the further provisions hereof. Dividends as and when declared shall be paid ratably on all common shares, except that stock dividends shall only be payable to the holders of any class of common stock in shares of the same class.

g. In the event of the liquidation, dissolution, or winding up of this corporation, whether voluntary or involuntary, the holders of All common shares shall be entitled to receive, ratably, all assets of this corporation.

A consolidation or merger of this corporation with or into any other corporation or corporations shall not be deemed to be a liquidation, dissolution, or winding up within the meaning of this clause, although nothing by such consolidation or merger shall in any manner operate in the surviving corporation of such consolidation or merger to change of prejudice the respective rights of the holders in any class of common stock.

A voluntary dissolution, liquidation, or winding up of this corporation may be effected by vote of the majority of the holders of the voting common stock. Any distribution to holders of common shares upon liquidation, dissolution, or winding up, whether voluntary or involuntary, shall be made ratably among the holders of common shares regardless of class.

Consent of the holders of any nonvoting common stock shall not be required in connection with any consolidation or merger of this corporation with or into any other corporation or corporations, if the consent would otherwise be required by law, as long as the rights of all common stockholder are treated alike; though ratably.

h. The corporation may from time to time, pursuant to any contract with stockholders, as restricted herein, or otherwise, purchase for cash or such other consideration deemed appropriate and in the best interest of corporation by the Board of Directors, any outstanding common shares regardless of class, as treasury stock, which stock may be reissued or used for such other purpose as said Board of Directors may determine. And corporation may cause its issued and outstanding common stock to be purchased or acquired in the name of another party or parties if the corporation so elects.

i. The capital structure of the corporation may be changed by a vote of the majority of the holders of the then issued and outstanding voting common stock, but no other kind, class or series of voting stock may be authorized without approval of the holders of three-quarters (3/4) of the then issued and outstanding voting common stock. Whenever the capital structure of corporation has been changed, with the requisite votes of the holders of the nonvoting common stock, the corporation may issue any additional common shares, or any other kind, class, or series of capital stock, whether common, preference or preferred, to effect any consolidation or merger, to raise capital, or for such other purpose as the Board of Directors may deem appropriate and in the best interest of the corporation from time to time.

j. All common stock now or hereafter authorized (subject to the limitations hereof) shall be issued for cash or and in the best interests of the corporation by the Board of Directors which may include issuance of common stock to effect any Directors which may include issuance of common stock to effect any authorized stock split or stock dividend, or merger or acquisition, and the issuance of common stock as a gift and/or corporation, as the Board of Directors may deem to be appropriate and in the best interest of the corporations from time to time.

5. The amount of capital with which the corporation will begin business shall not be less than Five Hundred Dollars.

6. The principal office of the corporation shall be located at 6004 Blakeford Drive, Windermere, Florida 34786, which is located in Orange County, Florida, and the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

7. The street address of the initial registered office of the corporation is 6004 Blakeford Drive, Florida 34786 and the name of the initial registered agent of the corporation at said address is Nancy Sinay Kousaie who is a resident of Florida.

8. This corporation shall have one (1) or more directors and same to be set from time to time by the Board of Directors in the By-laws of the corporation. The number of Directors constituting the initial Board of Directors is five (5) and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Rebecca James	6004 Blakeford Drive Windermere, FL 34786	Director/President
Nancy Sinay Kousaie	6004 Blakford Drive Windermere, FL 34786	Director/Secretary

9. The officers of the corporation, who shall be elected by the Board of Directors, shall consist of a President, who shall be a Director and who shall be the Chief Executive Officer of the Corporation; Chairman of the Board; Senior Vice President; one or more Vice Presidents; a Secretary; a Treasurer; and such other Officers as the Board of Directors may determine, including one or more Assistant Vice Presidents, Assistant Secretary, and Assistant Treasurer. Said Officers shall serve for such term and have such duties as may be prescribed by the By-laws or determined by the Board of Director. Any person may hold two or more offices, except that the President may not also be the Secretary or Assistant Secretary, and no person holding two or more offices shall sign any instrument in the capacity of more than one office.

10. The names, addresses, and titles of the initial Officers of this corporation shall be as follows, subject to confirmation at the organizational meeting of the initial Board of Directors:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Rebecca James	6004 Blakeford Drive Windermere, FL 34786	Director/President
Nancy Sinay Kousaie	6004 Blakeford Drive Windermere, FL 34786	Director/Secretary

11. All of the stockholders of the corporation, or all of the stockholders of any class of stock of the corporation, may simultaneously enter into written agreements among themselves and with the corporation, providing for the following:

a. Reasonable limitations on the transfer and assignment of the stock or class of stock of the corporation owned by the stockholders or class of stockholders.

b. Reasonable limitations upon and/or authorization for the issuance of capital stock or other securities by the corporation.

c. The manner and method by which the corporation is to be managed and operated.

d. The liquidation, dissolution and winding up of the corporation, and distribution of the assets.

e. Any other or further rights and preferences, privileges, limitations and restrictions upon the authorized capital stock of the corporation, or concerning purchase or repurchase of common shares in the event of death of any common stockholder or other circumstance which may require or entitle corporation to purchase or repurchase any said shares; all subject to the limitations stated above.

f. Any matter necessary or convenient to the effectuation of the foregoing items or provisions.

Any such agreement unanimously made and entered into among all of the stockholders of the corporation, or all of any class of stockholders of the corporation, when filed in the corporate records, shall be binding on the corporation and shall be recognized and observed by the Directors, Officers and Agents of the Corporation, and any such agreement shall continue binding upon the corporation until there is filed with the President and Secretary of the Corporation, in duplicate, a written instrument signed by the persons who originally created such agreements (or their successors in ownership, providing such succession in ownership shall be accomplished in accordance with the terms of the stockholders' agreements), consenting to the revocation and cancellation of the agreements among the stockholders, or class of stockholders.

And, one or more, but not all, of the stockholders of any class may enter into written agreements among themselves and/or with the corporation, providing for purchase of shares in the event of death or other circumstance which may be agreed upon between them, and all such written agreements shall be recognized by the corporation; provided, that nothing by this authorization shall violate or be in derogation of any rights or right of first refusal of the corporation or of any remaining or other stockholders of any class.

Notwithstanding any foregoing authorization to the contrary, the corporation may make and enter into any agreements with one or more, but not all of the stockholders of a class, and all such agreements shall also be binding upon the corporation and recognized and observed by the Directors, Officers and Agents of the corporation in the same manner and to the same force and effect as any other agreement between the corporation and all stockholders or all of any class of stockholders, and it is recognized that any said agreement between the corporation and stockholders of one class, or any stockholders of one class, or any stockholders of one class, may provide for varied terms and conditions, it being the case that provide for varied terms and conditions, it being the case that the corporation may recognize and/or make and enter into separate agreements with any stockholder without being required to make and enter into the same agreement with other stockholders or all other stockholders of any class; provided, however, that nothing herein shall violate, or be in derogation of, any rights of the preferred stockholders, if any.

12. Every Director and every Officer of the Corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonable incurred by or imposed upon him in connection with any proceeding to which he may be a party, including appeals, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, or of any other corporation which he served as such at the request to the corporation, whether or not he is a Director or Officer at the time such expenses are incurred except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled, but said right of indemnification shall

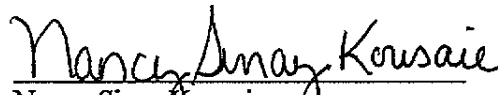
not extend to any action, suit or proceeding by the corporation or in the right of the corporation to procure a judgment in its favor, whether civil or criminal, brought to impose a liability or penalty on any person for an act alleged to have been committed by such person in his capacity as Director or an Officer of the corporation or in any other corporation in which he served as such at the request of the corporation.

13. The By-Laws of the Corporation shall be adopted by majority vote of the Board of Directors, and said By-Laws may be amended as provided in said By-Laws, provided that nothing in said By-Laws shall be contrary to any provisions of the Articles of Incorporation.

14. The name and address of the incorporators are:

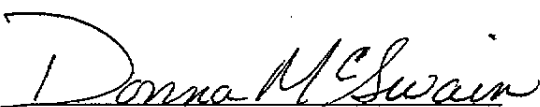
<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Rebecca James	6004 Blakeford Drive Windermere, FL 34786	Director/President
Nancy Sinay Kousaie	6004 Blakeford Drive Windermere, FL 34786	Director/Secretary

IN WITNESS WHEREOF, the undersigned incorporators have subscribed to the Articles of Incorporation at Altamonte Springs, Seminole County, Florida, this 23 day of October, 2000.

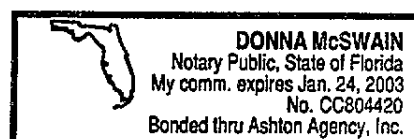

Nancy Sinay Kousaie

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, a Notary Public in and for the State of Florida at Large, personally appeared Nancy Sinay Kousaie, to me personally well known to be the person who executed the foregoing Articles of Incorporation of The Gifted Gourmet, Inc., and who acknowledged before me that she executed the same in the County of Seminole, State of Florida, this 23 day of October, 2000.


Notary Public, State of Florida

X Produced FL DL K200-637-68-546-0
As identification.



ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

I, Nancy Sinay Kousaie, a resident of Florida, have been nominated to be initial registered agent for The Gifted Gourmet, Inc. and I hereby accept the appointment as initial registered agent.

DATED October 23, 2000.

Nancy Sinay Kousaie
Nancy Sinay Kousaie

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00 OCT 30 PM 3:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA