

Division of Corporations

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Island Supply Company of South Florida, Inc.

Certificate of Status	0
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Page Count	14
Estimated Charge	\$70.00

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Merger
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**ARTICLES OF MERGER OF
ISUS ENTERPRISES, INC.
a Florida Corporation,
with and into
ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC.
a Florida Corporation**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to Section 607.1101 et. seq. of the Florida Business Corporation Act for the purpose of merging ISUS ENTERPRISES, INC., a Florida Corporation, with and into ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida Corporation.

1. The Name of each of the undersigned Corporations and the State in which each is incorporated are as follows:

NAME OF CORPORATION	STATE OF INCORPORATION
ISUS ENTERPRISES, INC.	Florida
ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC.	Florida

2. The name which the Surviving Corporation is to have after the Merger will be "ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC."

3. The Merger is permitted under the laws of the State of Florida. ISUS ENTERPRISES, INC., a Florida corporation, has complied with the applicable provisions of the laws of the State of Florida. ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida corporation, has complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement of Merger and Plan of Reorganization by and between ISUS ENTERPRISES, INC., a Florida corporation, and ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida corporation (the "Agreement and Plan of

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Reorganization"), is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

5. The Unanimous Board of Directors and all of the Shareholders of ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida corporation, the Surviving Corporation in the Merger, approved and adopted the Agreement and Plan of Reorganization by written consent on the 31st day of December 2007. ISUS ENTERPRISES, INC., a Florida corporation, also received the approval and adoption to the Agreement and Plan of Merger by its unanimous Board of Directors and all of the Shareholders on the same date.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the Agreement and Plan of Reorganization were as follows:

NAME OF CORPORATION SHARES TO	# OF SHARES OUTSTANDING	# OF ENTITLED VOTE
ISUS ENTERPRISES, INC. A Florida Corporation	1,000	1,000
ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC. A Florida Corporation	10,000	10,000

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

NAME OF CORPORATION	SHARES VOTED FOR	SHARES VOTED AGAINST
ISUS ENTERPRISES, INC. A Florida Corporation	1,000	None

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ISLAND SUPPLY COMPANY OF
SOUTH FLORIDA, INC.
A Florida Corporation

10,000

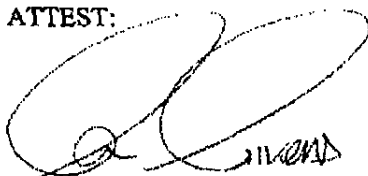
None

8. The Charter of ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida Corporation, will not be amended in conjunction with this Merger.

9. The Articles of Merger and the Agreement and Plan of Reorganization incorporated herein by reference shall be effective upon the later of December 31, 2007, or the filing of these Articles of Merger in Florida, pursuant to Section 607.1101, et. seq., of the Florida Business Corporation Act, and the Merger therein contemplated shall be deemed to be completed and consummated at said time.

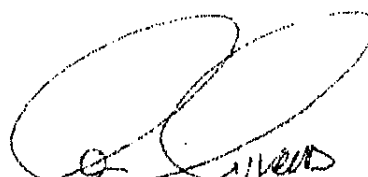
IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of ISUS ENTERPRISES, INC., a Florida Corporation, and the President and Secretary of ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida Corporation, each thereunto duly authorized, as of the 31st day of December 2007.

ATTEST:


Ian Givens, Secretary

ISLAND SUPPLY COMPANY OF SOUTH
FLORIDA, INC.
A Florida Corporation

BY: Kenneth Tufo
Kenneth Tufo, President


Ian Givens, Secretary

ISUS ENTERPRISES, INC.
A Florida Corporation

BY: Kenneth Tufo
Kenneth Tufo, President

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DAVID A CHENKIN PA

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"EXHIBIT "A"

AGREEMENT OF MERGER AND PLAN OF MERGER

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**AGREEMENT
AND
PLAN OF MERGER**

THIS AGREEMENT OF MERGER AND PLAN OF MERGER ("Agreement and Plan of Merger") is dated to be effective the 31st day of December 2007, by and between ISUS ENTERPRISES, INC., a Florida Corporation (hereinafter called the "Merged Corporation") and ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., a Florida Corporation (hereinafter called "Surviving Corporation")(the Surviving Corporation and the Merged Corporation are sometimes hereinafter referred to individually as a "Party" or, if more than one, as the "Parties").

RECITALS:

WHEREAS, the unanimous Boards of Directors of and all of the shareholders of the Surviving Corporation and the Merged Corporation have resolved that the Merged Corporation be merged with and into the Surviving Corporation pursuant to the Business Corporation Laws of the State of Florida, to wit, ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., which shall be the corporation surviving the merger, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("IRC"), and that after the merger transaction ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., shall hold substantially all of its properties and the properties of the Merged Corporation, ISUS ENTERPRISES, INC., and the former shareholders of the Merged Corporation shall receive an amount of voting stock of the Surviving Corporation to constitute control thereof; and

WHEREAS, the authorized capital stock of ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., the Surviving Corporation, consists of 10,000 Shares of

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Common Stock, \$1.00 par value per share (hereinafter called "Surviving Corporation Common Stock"), of which 10,000 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of ISUS ENTERPRISES, INC, the Merged Corporation, consists of 1,000 Shares of Common Stock, \$1.00 par value per share (hereinafter called "Merged Corporation Common Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the respective Unanimous Boards of Directors and all Shareholders of the Surviving Corporation and the Merged Corporation have approved the transactions described herein upon the terms and conditions hereinafter set forth and have approved this Agreement and Plan of Reorganization.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree that in accordance with the Business Corporation Laws of the State of Florida, that the Merged Corporation, ISUS ENTERPRISES, INC., shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") with and into a single Corporation existing under the laws of the State of Florida, to wit, ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., which shall be the Surviving Corporation, and the Parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Recitals. The foregoing recitals are true and correct and incorporated herein by such reference.

2. Stockholder's Meetings; Filings; Effects of Merger.

2.1 Stockholders' Meeting. The Parties shall each call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Florida at the earliest practicable date, upon due notice

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thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement and Plan of Reorganization.

- 2.2 Action by the Parties.** On or before the 31st day of December 2007, the Parties shall each adopt this Agreement and Plan of Reorganization in accordance with the Business Corporation Law of the State of Florida.
- 2.3 Filing of Certificate of Merger; Effective Date.** If (a) this Agreement and Plan of Reorganization is adopted by the stockholders of the Parties in accordance with the Business Corporation Law of the State of Florida and (b) this Agreement and Plan of Reorganization is not thereafter, and has not theretofore, been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Florida. Such filings shall be made on the same day. The Merger shall become effective upon the later of the filing of the Articles of Merger or December 31, 2007, which date and time are herein referred to as the "Effective Date".
- 2.4 Certain Effects of Merger.** On the Effective Date, the separate existence of the Merged Corporation, ISUS ENTERPRISES, INC., shall cease, and shall be merged with and into ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC., which, as the corporation to survive the Merger, the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of ISUS ENTERPRISES, INC, and all and singular, the rights, privileges, powers, and franchises of ISUS ENTERPRISES, INC., and all property, real, personal, and mixed, and all debts due to ISUS ENTERPRISES, INC., on whatever account, as well for stock subscriptions and all other things in action or belonging to ISUS ENTERPRISES, INC., shall be vested in the

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Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of ISUS ENTERPRISES, INC., and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction in ISUS ENTERPRISES, INC., shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of ISUS ENTERPRISES, INC., shall be preserved unimpaired, and all debts, liabilities and duties of ISUS ENTERPRISES, INC., shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it, in accordance with the terms and conditions of an Assumption Agreement entered into contemporaneously between the Parties hereto. At any time, or from time to time, after the Effective Date, the last acting officers of ISUS ENTERPRISES, INC., or the corresponding officers of the Surviving Corporation, may, in the name of ISUS ENTERPRISES, INC., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to perfect or confirm in the Surviving Corporation title to and possession of all ISUS ENTERPRISES, INC., property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation: Certificate of Incorporation: By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be ISLAND SUPPLY COMPANY OF SOUTH FLORIDA, INC.

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3.2 Certificate of incorporation. The Certificate of Incorporation of the Surviving Corporation as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided herein and/or by law.

3.3 By-Laws. The By-Laws of the Surviving Corporation, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of ISUS ENTERPRISES, INC., the Merged Corporation, and the nature and amount of securities of the Controlling Corporation which the holders of shares of the Merged Corporation are to receive in exchange for such shares are as follows:

4.1 ISUS ENTERPRISES, INC. COMMON STOCK. Each one share of the Merged Corporation Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of Surviving Corporation Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Controlling Corporation.

5. Termination/Abandonment of Merger. This Agreement and Plan of Reorganization may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this

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Agreement and Plan of Reorganization by the Parties' shareholders or if the a Party's Board of Directors of duly adopts a resolution abandoning this Agreement and Plan of Reorganization.

6. Miscellaneous Provisions.

- 6.1 Notices.** All notices required or permitted to be given under the terms of this Agreement and Plan of Reorganization shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being noticed. However if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by giving notice thereof to all other Parties) then such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.
- 6.2 Further Assurances.** All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement and Plan of Reorganization.
- 6.3 Gender.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- 6.4 Counterparts.** This Agreement and Plan of Reorganization may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that

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all signatories are not signatories to the original or the same counterpart.

- 6.5 Captions.** The captions contained in this Agreement and Plan of Reorganization are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement and Plan of Reorganization or the intent of any provision hereof.
- 6.6 Completeness and Modification.** This Agreement and Plan of Reorganization constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement and Plan of Reorganization shall offset or be effective to interpret, change or restrict the express provisions of this Agreement and Plan of Reorganization.
- 6.7 Severability.** The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement and Plan of Reorganization shall not affect the validity of the remaining portions thereof.
- 6.8 Governing Law/Venue/jurisdiction.** This Agreement and Plan of Reorganization shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court located in Broward County,

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Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses.

6.9 Construction. Each Party has reviewed this Agreement and Plan of Reorganization and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement and Plan of Reorganization shall not apply.

6.10 Binding Effect. This Agreement and Plan of Reorganization shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the Stockholders and the Corporation. The Stockholders and all of those succeeding to interest under them agree, respectively, to make, execute and deliver any documents necessary to carry out this Agreement and Plan of Reorganization.

6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement and Plan of Reorganization, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.

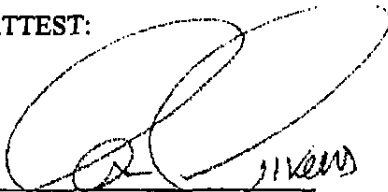
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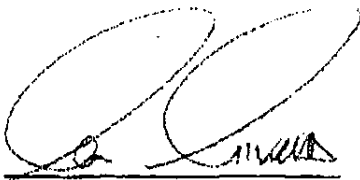
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger on the date referenced above.

ATTEST:


Ian Givens, Secretary

ISLAND SUPPLY COMPANY OF SOUTH
FLORIDA, INC.
A Florida Corporation

BY: Kenneth Tufo
Kenneth Tufo, President


Ian Givens, Secretary

ISUS ENTERPRISES, INC.
A Florida Corporation

BY: Kenneth Tufo
Kenneth Tufo, President

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