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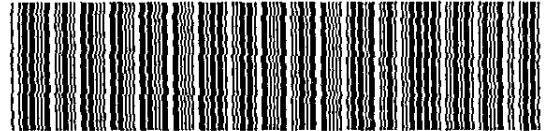
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

2006 JAN 23 10:00

Menger

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Services & Energy Corporation

The enclosed Certificate of Merger and fees(s) are submitted for filing:

Please return all correspondence concerning this matter to:

M. Peter Amaral
Services & Energy Corporation
10735 Shady Pond Lane
Boca Raton, FL 33428

For further information concerning this matter, please call:

Peter Amaral
(Name of Contact Person)

(561) 654-4129
(Telephone Number)

**CERTIFICATE OF MERGER
FOR
FLORIDA CORPORATION**

FILED
06 JAN 23 PM 1:1
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The following Certificate of Merger is submitted to merge the following Florida corporation and foreign corporation in accordance with s. 607.1105, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Petro Distributing, Inc.	Georgia	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Services & Energy Corporation	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617 and/or 620 Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country, or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be more than 90 days after the date this document is filed by the Florida Department of State.

NONE

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss. 608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

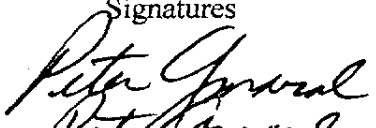

a.) List the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s.48.181 F.S., are as follows:

Street address:

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations which limited liability company that merged into such entity, including any appraisal rights of its members under ss. 608.4351-608.4395, Florida Statutes.

NINTH: Signatures of Each Party:

Name of Entity/Organization:	Signatures	Typed or Printed Name of Individual
Service & Energy Corporation		Peter Amaral, A. Sec
Petro Distributing, Inc.		Peter Amaral, Sec.

AGREEMENT OF MERGER

THIS AGREEMENT is made on November 18, 2005 between Services & Energy Corporation, a Florida corporation ("Services" or "Surviving Corporation") and Petro Distributing, Inc., a Georgia corporation ("PETRO" or "Disappearing Corporation").

The respective Boards of Directors of the constituent corporations deem it advisable that PETRO be merged into SERVICES under the laws of the State of Florida and the State of Georgia.

THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement, SERVICES and PETRO agree to merge on the terms and conditions stated below.

1. PETRO shall merge into SERVICES which shall be the surviving corporation and shall retain the name Services & Energy Corporation. The corporation headquarters shall be located at 3450 Jefferson Road, Athens, Georgia 30607.

2. The Articles of Incorporation of the Surviving Corporation, as amended by this agreement, shall continue to be the Articles of the surviving corporation. The Bylaws of the Surviving Corporation shall continue to be the Bylaws of the surviving corporation.

3. On the effective date of the merger SERVICES shall have no more than 1,500,000 common shares outstanding. SERVICES common stock warrants outstanding prior to the time of the merger shall not be affected in number or kind and shall be convertible into the same number of Surviving Corporation common shares subsequent to the merger as provided immediately prior to the merger.

4. On the effective date of the merger Disappearing Corporation shall have outstanding 1,000 shares of its common stock.

5. Surviving Corporation shall exchange 5,000 shares of its newly issued, fully paid and non-assessable common stock for each share of Disappearing Corporation common stock outstanding at the time of the merger such that upon the completion of the merger the shareholders of Disappearing Corporation will own 5,000,000 shares of fully paid and non-assessable common stock of Surviving Corporation. The total number of shares of capital stock that is authorized to be issued by the Surviving Corporation after the effective date of this merger is 50,000,000 shares of common stock, no par value, and 5,000,000 million shares of undesignated preferred stock, no par value. Each shareholder of Disappearing Corporation shall surrender his or her certificate or certificates of PETRO to the Surviving Corporation in exchange for 5,000 shares of Surviving Corporation common stock for each share of Disappearing Corporation common stock so surrendered on the effective date of the merger. No fractional shares shall be issued or exchanged.

6. Immediately on the effective date of the merger SERVICES current management and board of directors shall resign and shall designate only PETRO designees to its board of directors.

7. Prior to the effective date of the merger each constituent corporation shall have obtained such shareholder approvals as may be required by the law of its state of incorporation.

8. This Agreement shall become effective on the date of the filing of this Agreement, together with any other appropriate certificate, in the manner provided by the law of the State of Florida. The term "effective date" wherever used in this Agreement shall mean the effective date described herein.

9. This agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of Florida including its laws relating to statutes of limitations without regard to choice of law considerations.

IN WITNESS WHEREOF, each constituent corporation has caused its corporate seal to be placed below and its corporate name to be signed below by its president and who are duly authorized by their respective Board of Directors and shareholders to execute this Agreement.

Executed this 21st day of November, 2005.

SERVICES & ENERGY CORPORATION

By: /s/ Michael McLaughlin
Michael McLaughlin, Sr.
President

Executed this 22nd day of November, 2005.

PETRO DISTRIBUTING, INC.

By: /s/ Susan David
Susan David
President