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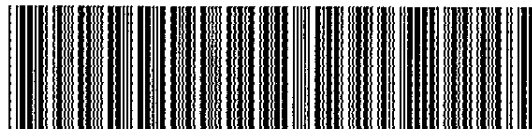
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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ICARD, MERRILL, CULLIS, TIMM
FUREN & GINSBURG, P.A.

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CHARLES J. BARTLETT

WRITER'S DIRECT LINE

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REPLY TO:

P.O. BOX 4195

SARASOTA, FLORIDA 34230

February 9, 2006

VIA FEDERAL EXPRESS

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: FAST OUT, INC./NRF ENTERPRISES, INC. Merger

Dear Sir or Madame:

Enclosed herewith is an original and copy of Articles of Merger for the referenced corporation.
Please return an acknowledgment copy to my attention at the above address.

If you have any questions, please contact me.

Very truly yours,

ICARD, MERRILL, CULLIS,
TIMM, FUREN & GINSBURG, P.A.



Sharon Firlotte
Certified Legal Assistant to
Charles J. Bartlett

Enclosures

ARTICLES OF MERGER
OF
NRF ENTERPRISES, INC., A FLORIDA CORPORATION
INTO
FAST OUT, INC., A FLORIDA CORPORATION

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), FAST OUT, INC., a Florida corporation, Florida Document Number P06000013853, ("FAST OUT") and NRF ENTERPRISES, INC., a Florida corporation, Florida Document Number P03000140540, ("NRF") adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated February 9, 2006, ("Plan of Merger") between FAST OUT and NRF was approved and adopted by the shareholders of FAST OUT on February 9, 2006, and was adopted by the shareholders of NRF on February 9, 2006.
2. Pursuant to the Plan of Merger, all issued and outstanding shares of NRF's stock will be acquired by means of a merger of NRF into FAST OUT with FAST OUT, the surviving corporation ("Merger").
3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
4. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be upon the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 9th day of February, 2006.

Witnesses:

Toni K. Hashem
Print Name: Toni K. Hashem

Sharon D. Fiolotte
Print Name: Sharon D. Fiolotte

FAST OUT, INC., a Florida corporation

By: Jerry Hartwell Parrish, Jr.

Jerry Hartwell Parrish, Jr.
Its President

Toni K. Hashem
Print Name: Toni K. Hashem

Sharon D. Fiolotte
Print Name: Sharon D. Fiolotte

NRF ENTERPRISES, INC., a Florida corporation

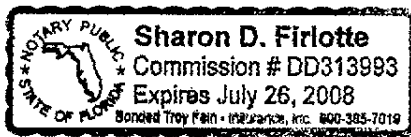
By: Jerry Hartwell Parrish, Jr.

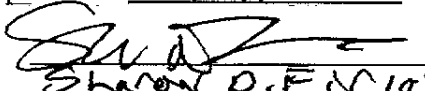
Jerry Hartwell Parrish, Jr.
Its President

FILED
06 FEB 10 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by Jerry Hartwell Parrish, Jr., as President of FAST OUT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

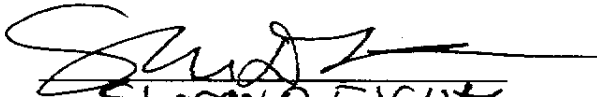



Sharon D. Firlotte
Notary Public
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by JERRY HARTWELL PARRISH, JR., as President of FAST OUT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.




Sharon D. Firlotte
Notary Public
State of Florida at Large
My Commission Expires:

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is dated February ^{9th}, 2006, by and between FAST OUT, INC., a Florida corporation, ("FAST OUT") and NRF ENTERPRISES, INC., a Florida corporation, ("NRF").

WITNESSETH:

WHEREAS, FAST OUT is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, NRF is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, FAST OUT and NRF have agreed that a statutory merger shall be effectuated so that NRF shall merge into FAST OUT upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transaction described above, FAST OUT and NRF, the constituent corporations to this Agreement, agree as follows:

1. FAST OUT and NRF agree that NRF shall be merged into FAST OUT, as a single corporation, upon the terms and conditions of this Agreement and that FAST OUT shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

(a) The purpose, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation of FAST OUT as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

(b) The Bylaws of FAST OUT in effect on the effective date shall be the Bylaws of the surviving corporation until they shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

(c) The persons who upon the effective date of the merger shall constitute the Board of Directors of the surviving corporation shall be the persons constituting the Board of Directors of FAST OUT on the effective date. If on the effective date of the merger any vacancy exists on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the Bylaws of the surviving corporation.

(d) The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of FAST OUT on the effective date.

2. This Agreement shall be submitted to the shareholders of FAST OUT and NRF ("the constituent corporations") for their consent and approval as required by the Florida Business Corporation Act on the date hereof (or such later date as the Boards of Directors of FAST OUT and NRF shall

mutually approve) and, if it is adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, this Agreement and appropriate Articles of Merger shall be signed and acknowledged and necessary filings shall be accomplished pursuant to the laws of the States of Florida. The merger of NRF into FAST OUT shall become effective once the necessary filings have been accomplished in both states. The date on which the merger of NRF into FAST OUT becomes effective is referred to in this instrument as the "effective date" of the merger.

3. When this Agreement shall have been approved and signed and necessary filings completed, the separate existence of NRF shall cease and NRF shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of NRF shall be as follows:

(a) On the effective date each share of common stock, par value \$1.00 per share ("NRF stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of NRF stock, shall be converted into and exchanged for one share of FAST OUT common stock, par value \$1.00 per share ("FAST OUT stock").

(b) No fractional shares shall be issued in the merger, but shall be rounded upward or downward, as the case may be, to the nearest whole share.

(c) Each issued and outstanding share of common stock, par value \$1.00 per share, of NRF ("NRF stock") shall continue as one share of common stock, par value \$1.00 per share of the surviving corporation. If the outstanding shares of FAST OUT stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, split up, combination of shares, merger or consolidation, the number and kind of shares into which the NRF stock is to be converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date, FAST OUT shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of NRF, certificates for the number of whole shares of FAST OUT stock to which they shall have become entitled under this Agreement. After the effective date of the merger, each of those NRF shareholders may surrender his certificate or certificates previously representing NRF stock to FAST OUT, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of FAST OUT stock into which those shares of NRF stock previously represented by the certificate or certificates so surrendered shall have been converted as

above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of NRF stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of FAST OUT stock into which they shall have been converted. Unless and until that outstanding certificate that, before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of NRF stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of FAST OUT stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of stock.

6. All shares of FAST OUT stock for and into which shares of NRF stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of NRF stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it, and their sole rights with respect to the FAST OUT stock for and into which their shares of NRF stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. FAST OUT and NRF shall each take all appropriate corporate action to comply with the applicable laws of the States of Florida in connection with the contemplated merger.

8. Upon the effective date the transfer books of NRF shall be closed and no transfer of shares of NRF stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of NRF, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. This Agreement is made pursuant to Florida law and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon FAST OUT and NRF, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations, FAST OUT, INC. and NRF ENTERPRISES, INC., acting through their duly authorized officers, all parties to this Agreement, this 9th day of February, 2006, have signed this Plan and Agreement of Merger.

Witnesses:

Doni K. Hashem
Print Name: Doni K. Hashem

FAST OUT, INC., a Florida corporation

Sharon D. Firlotte
Print Name: Sharon D. Firlotte

By: Jerry Hartwell Parrish, Jr.
Its President

Doni K. Hashem
Print Name: Doni K. Hashem

NRF ENTERPRISES, INC., a Florida corporation

Sharon D. Firlotte
Print Name: Sharon D. Firlotte

By: Jerry Hartwell Parrish, Jr.
Its President

STATE OF FLORIDA
COUNTY OF SARASOTA

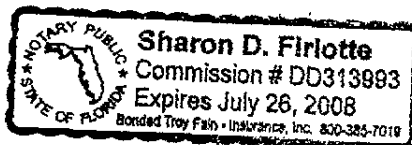
The foregoing instrument was acknowledged before me this 9th day of February, 2006, by Jerry Hartwell Parrish, Jr., as President of FAST OUT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced NA as identification.



Sharon D. Firlotte
Notary Public
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by JERRY HARTWELL PARRISH, JR., as President of FAST OUT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced NA as identification.



Sharon D. Firlotte
Notary Public
State of Florida at Large
My Commission Expires: