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Please Rush thank you.

MERGER OR SHARE EXCHANGE

FLOWER FARM DIRECT, INC.

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	$78.75

Merger
12/20

DIVISION OF CORPORATIONS
32314

ARTICLES OF MERGER
MERGER SHEET

MERGING:

PROFLOWERS ACQUISITION CORP., A DELAWARE CORPORATION, NOT QUALIFIED IN FLORIDA

INTO

FLOWER FARM DIRECT, INC., A FLORIDA ENTITY, P97000086547

FILE DATE: DECEMBER 17, 1999

CORPORATE SPECIALIST: KAREN GIBSON

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 20, 1999

FLOWER FARM DIRECT, INC.
1650 S DIXIE HWY
4TH FLOOR
BOCA RATON, FL 33432US

SUBJECT: FLOWER FARM DIRECT, INC.
REF: P97000086547

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

PLEASE FILL IN THE EFFECTIVE DATE IN #3 OF THE ARTICLES OF MERGER. IT MUST MATCH THE DATE IN SECTION SIX OF THE PLAN.

THE DATE OF ADOPTION IN #4 OF THE ARTICLES CAN NOT BE IN THE FUTURE.

REFER TO THE RESTATED ARTICLES SOMEWHERE IN THE ARTICLES OR PLAN.

THE SIGNATURE OF THE PARENT CORPORATION IS REQUIRED.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H99000032323
Letter Number: 799A00059512

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ARTICLES OF MERGER
OF PROFLOWERS ACQUISITION CORP.
INTO
FLOWER FARM DIRECT, INC.

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the corporations that are parties to this merger are **FLOWER FARM DIRECT, INC.**, a Florida corporation ("FFD"), and **PROFLOWERS ACQUISITION CORP.**, a Delaware corporation ("PAC"). The surviving corporation shall be FFD and it shall be governed by the laws of Florida.

2. The laws of the State of Delaware, under which PAC is organized, permit merger and the merger shall be effectuated in accordance with such laws as well as in accordance with the laws of Florida.

3. The Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit "A".

4. The effective date of the merger shall be December 17, 1999.

5. The Plan of Merger was adopted by the shareholders of FFD on November 24, 1999, in accordance with the laws of Florida and by the shareholders of PAC on November 30, 1999, in accordance with the laws of Delaware.

6. The Articles of Incorporation of FFD shall be restated in the form attached as Exhibit "B" to the Plan of Merger.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXECUTED as of this 17th day of December, 1999.

PROFLOWERS ACQUISITION CORP.

By:_____, President

FLOWER FARM DIRECT, INC.

By:_____, President

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EXECUTED as of this _____ day of December, 1999.

PROFLOWERS ACQUISITION CORP.

By:_____, President

FLOWER FARM DIRECT, INC.

By:_____, President

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Exhibit A to Articles of Merger

Plan of Merger

Plan of Merger dated December 17, 1999 between **Flower Farm Direct, Inc.**, a Florida corporation (**"Surviving Corporation" or the "Company"**) and **ProFlowers Acquisition Corp.**, a Delaware corporation (**"Absorbed Corporation" or "Merger Sub"**).

A. Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, with its principal office at 1650 South Dixie Highway, Fourth Floor, Boca Raton, Florida 33432.

B. Surviving Corporation has a capitalization of 100,000,000 authorized shares of $.01 par value common stock, of which 40,000,000 shares are issued and outstanding.

C. Absorbed Corporation is a corporation organized and existing under the laws of the State of Delaware, with its principal office at 7863 Girard Avenue, La Jolla, California, 92037.

D. Absorbed Corporation has a capitalization of 1,000 authorized shares of $0.01 par value common stock, all of which shares are issued and outstanding and are held by ProFlowers, Inc. (**"Parent"**),

E. The Boards of Directors of the constituent corporations deem it desirable and in the best business interests of the corporations and their shareholders that Absorbed Corporation be merged into Surviving Corporation pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act, and Section 252 of the Delaware General Corporation Law, in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code, as amended.

In consideration of the above, the constituent corporations will agree as follows:

Section One: ***Merger.*** Absorbed Corporation shall merge with and into Surviving Corporation.

Section Two: ***Terms and Conditions.*** The terms and conditions of the merger, as provided in the agreements between the parties, are that, upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Absorbed Corporation shall be transferred to, vested in and devolve upon Surviving Corporation without further act or deed, and all property, rights and every other interest of Absorbed Corporation shall be as effectively the property of Surviving Corporation as they were of Absorbed Corporation. The rights of creditors or any liens upon property of Absorbed Corporation shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against such limited liability company, or any director, officer or member thereof, as the case may be, be released or impaired by the merger, but Surviving Corporation shall be deemed to

have assumed and shall be liable for, all liabilities and obligations of Absorbed Corporation in the same manner and to the same extent as if Surviving Corporation had itself incurred such liabilities or obligations. Absorbed Corporation hereby agrees from time to time, as and when requested by Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken all such further or other action as Surviving Corporation may deem necessary or desirable in order to vest in and confirm to Surviving Corporation title to and possession of any property acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof, and the proper officers and directors of Absorbed Corporation and Surviving Corporation are fully authorized in the name of Absorbed Corporation or otherwise to take any and all such action.

Section Three: ***Conversion of Shares.*** The manner and basis of converting the shares of the Absorbed Corporation into the shares of the Surviving Corporation is set forth in Exhibit "A" hereto.

Section Four: ***Changes in Articles of Incorporation.*** The Articles of Incorporation of the Surviving Corporation shall be identical to the Articles of Incorporation of Absorbed Corporation, provided that the name and address of Surviving Corporation shall replace the name and address of Absorbed Corporation therein, and that the language thereof may be further changed to conform with the requirements of Florida state law.

Section Five: ***Approval By Shareholders.*** This plan of merger shall be submitted for the approval of the shareholders of the constituent corporations in the manner provided by the applicable laws of the State of Florida and the State of Delaware.

Section Six: ***Effective Date.*** The Effective Date of this merger shall be December 17, 1999.

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Exhibit A to Plan of Merger

Conversion of Shares

1.1 Effect on Capital Stock. At the time of merger (the "Effective Time"), by virtue of the merger and without any action on the part of Merger Sub, the Company or the holders of any of the following securities:

(a) Conversion of the Company Common Stock. Subject to the adjustments set forth in Sections 1.1(d) and 1.4 below and except for Dissenting Shares (as defined below) and securities referred to in Section 1.1(b) below, each share of Common Stock of the Company, par value $.01 per share (the "Company Common Stock"), issued and outstanding immediately prior to the Effective Time (other than any shares of the Company Common Stock to be canceled pursuant to Section 1.1(b)) will be canceled and extinguished and automatically converted (subject to Sections 1.1(d) and (e)) into the right to receive shares of Common Stock of Parent, par value $0.0001 per share (the "Parent Common Stock"), upon surrender of the certificate representing such share of the Company Common Stock in the manner provided in Section 1.2. The total number of shares of Parent Common Stock to be issued to the Company stockholders hereunder shall be equal to fifteen percent (15%) of (i) the Diluted Share Total (as defined in Section 1.5 below) divided by (ii) 0.82. It is the intention of the parties that, immediately after the Effective Time, (a) the former stockholders of the Company will own fifteen percent (15%) of the issued and outstanding Parent Common Stock on a fully diluted basis, (b) the stockholders of Parent immediately prior to the Effective Time will own eighty-two percent (82%) of the issued and outstanding Parent Common Stock on a fully-diluted basis, and (c) Abe Wynperle and Yuval Moed (together, the "Principals") will hold options to purchase two percent (2%) and one percent (1%), respectively, of the issued and outstanding Parent Common Stock on a fully-diluted basis.

(b) Cancellation of Certain Shares. Each share of the Company Common Stock held in the treasury of the Company or owned by Merger Sub, Parent or any direct or indirect wholly owned subsidiary of the Company or of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(c) Capital Stock of Merger Sub. Each share of Common Stock of the Merger Sub, par value $0.01 per share, issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation, par value $0.0001 per share. Each stock certificate of Merger Sub evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(d) Change in Diluted Share Total. The Diluted Share Total shall be adjusted to reflect fully the (i) effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or the Company Common Stock), recapitalization or other like change without receipt of consideration with respect to Parent Common Stock or the Company Common Stock occurring on or after the date hereof and prior to the Effective Time (except as otherwise provided in Section 1.5 below), (ii) the effects of equitable adjustment to the consideration to be paid in this Merger in the event that

the Company's debts (defined as current liabilities plus long-term debt less cash and other liquid assets) exceed Three Hundred Thousand Dollars ($300,000) as of one of the following dates, to be chosen by the Company: (A) October 31, 1999 or (B) in the event of a sale of a ten percent (10%) equity interest in Flower Farm KK prior to the Closing Date, a date between the receipt of the consideration for such equity interest and the Closing Date, (iii) any post-closing adjustment in the Diluted Share Total pursuant to Section 1.4 below or (iv) any inaccuracy in the Diluted Share Total that results in the Company's stockholders receiving less than 100% of that number of shares of Parent Common Stock to which they would have been entitled hereunder (pursuant to the parties' intention expressed in Section 1.1(a)) had the Diluted Share Total included the post-closing adjustment pursuant to Section 1.4 or been accurate. Parent shall promptly, upon determination of any applicable adjustments described above, distribute pro-rata to all Company stockholders who received Certificates for Parent Common Stock (or who thereafter comply with such Section 1.2 with respect to receipt of any Certificates) under Section 1.2 hereof the number of shares of Parent Common Stock equal to the deficiency, together with any cash or other property that would have been receivable in respect of or in exchange for such shares since the Effective Time had such shares been issued and outstanding. The remedy contained in this subsection shall be the sole and exclusive remedy available in the event of a material breach by Parent of its representations contained in Section 1.5 above.

(e) Fractional Shares. No fraction of a share of Parent Common Stock will be issued by virtue of the Merger, but in lieu thereof each holder of shares of the Company Common Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock to be received by such holder) shall be rounded to the closest whole share of Parent Common Stock.

1.2 Surrender of Certificates.

(a) Exchange Agent. Parent shall act as the exchange agent (the "Exchange Agent") in the Merger.

(b) Parent to Provide Common Stock. Promptly after the Effective Time, Parent shall make available the shares of Parent Common Stock issuable pursuant to Section 1.1 in exchange for outstanding shares of the Company Common Stock.

(c) Exchange Procedures.

(i) Promptly after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record (as of the Effective Time) of a certificate or certificates (the "Certificates") that immediately prior to the Effective Time represented outstanding shares of the Company Common Stock whose shares were converted into the right to receive shares of Parent Common Stock pursuant to Section 1.1 and any dividends or other distributions pursuant to Sections 1.1(d) and 1.2(d), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as Parent may reasonably specify), and (ii) instructions for effecting the exchange of the Certificates for certificates representing shares of Parent Common Stock and any dividends or other distributions pursuant to Sections 1.1(d) and 1.2(d). Upon surrender of a Certificate for

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cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal duly completed and validly executed in accordance with the instructions thereto, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole shares of Parent Common Stock and any dividends or distribution payable pursuant to Sections 1.1(d) and 1.2(d), and the Certificate so surrendered shall forthwith be canceled. Until so surrendered, each outstanding Certificate will be deemed from and after the Effective Time, for all corporate purposes, subject to Sections 1.1(d) or 1.2(d) as to the payment of dividends, to evidence only the ownership of the number of full shares of Parent Common Stock into which such shares of the Company Common Stock shall have been so converted.

(ii) Notwithstanding Section 1.2(c)(i) above, to ensure that Parent fully acquires the value of the Company's intangible properties, Parent shall retain in its possession the stock certificates representing shares of Parent Common Stock equal to fifty percent (50%) of the Parent Common Stock issued to each of the Principals under this Agreement as consideration for the Merger (the "Retained Shares"). Subject to Parent's right to cancel the Retained Shares as described below, each Principal's Retained Shares shall thereafter be released to such Principal according to the following schedule (the "Release Schedule"): forty percent (40%) of the Retained Shares shall be released to such Principal upon the first anniversary of this Agreement; an additional forty percent (40%) of the Retained Shares shall be released to such Principal upon the second anniversary of this Agreement; and the remaining twenty percent (20%) of the Retained Shares shall be released to such Principal upon the third anniversary of this Agreement, in each case by delivery of the stock certificates representing such Retained Shares together with any cash or other property issued or distributed in respect of or in exchange for such shares since the Effective Time. The preceding Release Schedule, however, is subject to the following: (A) in the event a Principal's employment with Parent is terminated by "Voluntary Termination" by the Principal or for "Cause" (as such terms are defined in such Principal's Employment Agreement (as defined below)), any Retained Shares, not theretofore scheduled to be released to such Principal pursuant to the Release Schedule shall be retained by Parent, ownership of such Retained Shares shall automatically and immediately transfer to Parent and such Principal shall have no further rights of any nature (including, without limitation, voting rights) to or arising from such Retained Shares so transferred to Parent, (B) in the event a Principal's employment with the Parent is terminated for Good Reason or without Cause (as such terms are defined in such Principal's Employment Agreement), then any Retained Shares not released to such Principal shall be promptly released to such Principal (together with any cash or other property issued or distributed in respect of or in exchange for such Retained Shares since the Effective Time) and (C) in the event of a Principal's death during such Principal's employment with Parent, any Retained Shares not released to such Principal shall be promptly released to such Principal's designated estate. In the event of a dispute with respect to the circumstances allegedly giving rise to a disposition of the Retained Shares in a manner described in the preceding sentence, any such dispute shall be resolved by arbitration.

(iii) Subject to Section 1.2(c)(ii) above, each Principal shall be the owner of the Retained Shares issued to him pursuant to Sections 1.1(a) and 1.2(c) for all purposes from and after the Effective Time, including the right to vote and the right to receive any cash or other property issued or distributed in respect of or in exchange for such Retained Shares after the Effective Time. Any such cash or property so issued or distributed prior to a

release of Retained Shares shall be held by Parent in trust for each Principal pending release of such Retained Shares and subject to transfer to Parent in the event the Retained Shares to which such cash or other property relates are so transferred to Parent as provided in Section 1.2(c)(ii) above.

(d) Distributions With Respect to Unexchanged Shares. No dividends or other distributions declared or made after the date of this Agreement with respect to Parent Common Stock with a record date after the Effective Time will be paid to the holder of any unsurrendered Certificate with respect to the shares of Parent Common Stock represented thereby until the holder of record of such Certificate shall surrender such Certificate. Subject to applicable law, following surrender of any such Certificate, there shall be paid to the record holder thereof certificates representing whole shares of Parent Common Stock issued in exchange therefor, without interest, along with the amount of dividends or other distributions with a record date after the Effective Time payable with respect to such whole shares of Parent Common Stock.

(e) Transfers of Ownership. If any certificate for shares of Parent Common Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the Certificate so surrendered will be properly endorsed, accompanied by any documents required to evidence and effect such transfer and otherwise in proper form for transfer and that the person requesting such exchange will have paid to Parent or any agent designated by it any applicable transfer taxes required by reason of the issuance of a certificate for shares of Parent Common Stock in any name other than that of the registered holder of the Certificate surrendered, or shall provide evidence that any applicable transfer taxes have been paid.

(f) No Liability. Notwithstanding anything to the contrary in this Section 1.2, neither the Exchange Agent, Parent, the Surviving Corporation nor any party hereto shall be liable to a holder of shares of Parent Common Stock or the Company Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.3 Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, shares of the Company Common Stock that are outstanding immediately prior to the Effective Time and which are held by stockholders who shall have not voted in favor of the Merger or consented thereto in writing and who shall have demanded properly in writing payment for such Shares in accordance with Sections 607.1301-607.1320 of FBCA (collectively, the "Dissenting Shares") shall not be converted into Parent Common Stock. Such stockholders shall be entitled to receive payment of the fair value of such Dissenting Shares held by them in accordance with the provisions of such Sections 607.1301-607.1320, except that all Dissenting Shares held by stockholders who shall have failed to perfect or who effectively shall have withdrawn or lost their rights to fair value of such Dissenting Shares under such Sections 607.1301-607.1320 shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive Parent Common Stock, without any interest thereon,

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upon surrender, in the manner provided in Section 1.2 of the Certificates that formerly evidenced such Shares.

(b) The Company shall give Parent prompt notice of any demands for fair value received by the Company, withdrawals of such demands, and any other instruments served pursuant to Sections 607.1301-607.1320 of the FBCA and received by the Company and both parties shall cooperate in all negotiations and proceedings with respect to demands for fair value under FBCA. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

1.4 Post Closing Adjustment.

(a) Set forth in Section 1.4 of the Parent Disclosure Schedule is a list and description of Parent's Convertible Promissory Notes (the "Convertible Notes") issued under that certain note and warrant financing raising aggregate proceeds of Three Million Four Hundred Seven Thousand Dollars ($3,407,000) (the "First Bridge Financing") that are convertible into Parent Common Stock at a rate determinable only upon the consummation of a "subsequent financing" as defined in such Convertible Notes (a "Subsequent Financing"). If the Convertible Notes are convertible pursuant to a Subsequent Financing, the Parent Common Stock underlying such Convertible Notes shall be included in the calculation of the Diluted Share Total in Section 1.5. Accordingly, upon the closing of a Subsequent Financing by Parent, (i) Parent shall promptly calculate the number of shares of Parent Common Stock that the Convertible Notes are, directly or indirectly, convertible into (the "Convertible Note Parent Common Stock"), (ii) the Diluted Share Total set forth in Section 1.5 shall be amended to include the total number of shares of Convertible Note Parent Common Stock and (iii) the total number of shares of Parent Common Stock to be issued to the Company stockholders under Section 1.1(a) above shall be revised pursuant to Section 1.1(d) above. Such adjustment shall constitute a representation by Parent hereunder as to the accuracy of the total number of shares of the Convertible Note Parent Common Stock.

(b) In conjunction with the adjustment of the Diluted Share Total pursuant to Section 1.4(a) above, Parent shall also calculate the number of additional stock options to be granted to the Principals in order to fulfill the intention of the parties expressed in Sections 1.1(a) and 1.1(d). Parent shall promptly grant such stock options to the Principals, evidenced by appropriate documentation, with vesting to occur on the same dates, in the same proportions, and subject to the same conditions as the Principal Options first granted to the Principals. In the event of any issuance or distribution of cash or property in respect of or in exchange for Parent Common Stock between the Effective Time and the issuance of additional stock options pursuant to this Section 1.4(b), the Board of Directors of Parent shall take such actions as in good faith it deems appropriate to compensate the Principals for any opportunity missed as a result of such additional stock options not having been granted as of the Effective Time.

(c) In the event that the Convertible Notes are not converted into Parent Common Stock or a security convertible into Parent Common Stock upon a Subsequent Financing, the Exchange Ratio and the number of Principal Options granted to the Principals shall be adjusted to the extent and in the manner that the Board of Directors of Parent in its good faith discretion deems equitable to fulfill the intention of the parties expressed in Sections 1.1(a) and 1.1(d).

1.5 Diluted Share Total. Except as provided below, assuming the conversion of all securities of Parent that are convertible as of the Closing into Parent Common Stock and the exercise of all options and warrants to acquire Parent Common Stock, Parent would have Nineteen Million Eight Hundred Forty-Nine Thousand Two Hundred Thirty-Nine (19,849,239) shares of Parent Common Stock issued and outstanding (the "Diluted Share Total"). As of the Closing Date, the Conversion Price of the Series A Preferred Stock of Parent (as defined in the certificate of designation therefor) will be and is $1.27, and the Purchase Price under all the warrants to purchase Parent Common Stock (as defined in such Warrants) will be and is $1.27. Neither the Merger nor any other transaction contemplated herein will at anytime cause or result in the adjustment of such Conversion Price or Purchase Price. Notwithstanding anything in this Agreement to the contrary, the Diluted Share Total shall not include (i) any options issued after October 31, 1999 (other than the CFO Options), (ii) any securities issued under that certain note and warrant financing which may raise aggregate proceeds of up to Ten Million Dollars ($10,000,000) (the "Second Bridge Financing") or (iii) any securities issued under Parent's proposed Series B financing.

1.6 Lost, Stolen or Destroyed Certificates. In the event any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, such shares of Parent Common Stock and any dividends or distributions payable pursuant to Section 1.2(d); provided, however, that Parent may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificates to deliver an indemnity agreement or hold harmless letter, in form and substance reasonably satisfactory to Parent.

1.7 Tax and Accounting Consequences. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations.

1.8 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Exhibit A to the Plan of Merger and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Company and Merger Sub are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is consistent with this Exhibit A to the Plan of Merger.

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Exhibit B to Articles of Merger

RESTATED ARTICLES OF INCORPORATION

OF

FLOWER FARM DIRECT, INC.

First: The name of the corporation is Flower Farm Direct, Inc.

Second: The address of the corporation's registered office in the State of Florida is 1650 South Dixie Highway, Fourth Floor, Boca Raton, Florida 33432. The name of its registered agent at such address is Abe Wynperle.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

Fourth: The total number of shares which the corporation shall have authority to issue is One Thousand (1,000) shares of capital stock, and the par value of each such share is $.01 per share.

Fifth: The corporation shall have perpetual existence.

Sixth: The Board of Directors of the corporation is expressly authorized to make, alter or repeal bylaws of the corporation, but the stockholders may make additional bylaws and may alter or repeal any bylaw whether adopted by them or otherwise.

Seventh: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

Eighth: To the fullest extent permitted by the Florida Business Corporation Act, a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Ninth: Each person who is or was a director or officer of the corporation (including the heirs, executors, administrators or estate of such person) shall be indemnified by the corporation as of right to the fullest extent permitted or authorized by the Florida Business Corporation Act against any liability, cost or expense asserted against such director or officer and incurred by such director or officer in any such person's capacity as a director or officer, or arising out of any such person's status as a director or officer. The corporation may, but shall not be obligated to, maintain insurance, at its expense, to protect itself and any such person against any such liability, cost or expense.

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The undersigned officer hereby acknowledges that the foregoing restated certificate of incorporation is his act and deed and that the facts stated therein are true.

Dated: December 17, 1999

By: _____
Name: Abe Wynperle
Title: President

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The undersigned officer hereby acknowledges that the foregoing restated certificate of incorporation is his act and deed and that the facts stated therein are true. and assumes the role of Registered Agent.

Dated: December 17, 1999

By: _____
Name: Abe Wynperle
Title: President

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