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SECRETARY OF STATE
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Ant-d diss w/plan
G. Ocullette SEP 28 2005

KIESEL, HUGHES & JOHNSTON

ATTORNEYS AT LAW

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September 19, 2005

REPLY TO: POST OFFICE BOX 1000
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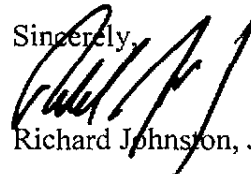
Secretary of State
Florida Department of State
Collins Building
107 West Gaines Street
Tallahassee, FL 32399-0250

Re: C.W. Distributors, Inc.- Dissolution of Corporation

Dear Sir or Madam:

Enclosed are the original articles of dissolution, plan of distribution of assets and termination agreement to be filed with the State. Also enclosed is a check in the amount of \$25.00 representing the filing fee. Please contact me with any questions.

Sincerely,



Richard Johnston, Jr.

RJ/ny
Enclosures

**ARTICLES OF DISSOLUTION OF
CW DISTRIBUTORS, INC.
A FLORIDA PROFIT CORPORATION**

Pursuant to Section 617.1403, Florida Statutes, the undersigned corporation adopts these Articles of Dissolution.

1. The name of the corporation is C. W. Distributors, Inc.
2. The dissolution was authorized by the board of directors pursuant to a resolution adopted August 1, 2005.
3. The dissolution was unanimously approved by the shareholders of the Corporation on or about August 1, 2005. All shareholders voted in favor of dissolution, which is sufficient for approval pursuant to Florida law.
4. These Articles of Dissolution will take effect upon the filing with the Secretary of State of the State of Florida.

Dated: August 30, 2005.

CW DISTRIBUTORS, INC.

By: Paul Ciano
Paul Ciano
President/Treasurer/Secretary

By: Mary Kay Sablotny
Mary Kay Sablotny
Vice President

**PLAN OF DISTRIBUTION OF ASSETS OF
C.W. DISTRIBUTORS, INC.**

This Plan of Distribution of Assets ("Plan") is adopted this 30 day of August, 2005 by the board of directors ("Board") of C.W. Distributors, Inc. ("C.W.") pursuant to Section 617.1406, Florida Statutes:

Factual Basis

a. The Board adopted a resolution recommending the dissolution of C.W. on August 1, 2005. Pursuant to that resolution the shareholders of C.W. have voted to dissolve C.W. and to provide for the distribution of C.W.'s remaining assets pursuant to this Plan.

Terms and Conditions of Plan

1. The Board shall be the trustees of C.W.'s assets. Those assets shall be promptly liquidated by the Board using the most efficient means possible. The proceeds of that liquidation shall be paid into C.W.'s existing bank account which account shall constitute the fund ("Fund") which shall be used by the Board to discharge to the extent possible C.W.'s remaining liabilities.

2. The Board shall disburse the Fund to discharge or pay all of C.W.'s liabilities and obligations existing on the date of this Plan to the extent of the proceeds of the Fund. The Fund shall be paid out in the following order: (a) first to satisfy any ongoing operating or administrative expenses to preserve C.W.'s assets pending their liquidation; (b) second to pay any of C.W.'s tax liabilities; (c) third, to pay C.W.'s unsecured debts or claims; and (d) fourth to pay C.W.'s equity security holders.

3. To the extent that the proceeds of the Fund are insufficient to fully pay any category listed in paragraph 2 above, the Board is directed to make a pro rata distribution to the creditors in the class holding allowed claims. The Board may establish a claims procedure whereby the liability upon and amount of claims may be determined by the Board.

4. To the extent that any claim is the subject of litigation or dispute, then such claim shall not be deemed an allowed claim until the Board and the claimant enter into a stipulation agreeing the liability and amount of the claim or until a court of competent jurisdiction enters a judgment or order determining the allowed amount of the claim. Notwithstanding the foregoing, the Board is not obligated to delay distributions to other creditors in any class to permit the liquidation of any or all of the claims.

Dated: August 30, 2005.

C.W. DISTRIBUTORS, INC.

By: Paul Ciano - Pres.
Paul Ciano, President

By: Mary Kay Sablotny
Mary Kay Sablotny, Vice President

**TERMINATION AGREEMENT BETWEEN C.W. DISTRIBUTORS, INC.
AND PAUL AND BEVERLY CIANO**

This termination agreement is made this 30 day of August 2005 between the following parties:

LANDLORD NAME AND ADDRESS:	Paul and Beverly Ciano 15721 Glendale Lane Fort Myers, FL 33912
TENANT NAME AND ADDRESS:	C.W. Distributors, Inc. 5611 Halifax Avenue Fort Myers, FL 33912
TRADE NAME:	C.W. Distributors, Inc.
DATE OF LEASE:	September 1, 2004
PREMISES:	5611 Halifax Avenue Fort Myers, FL 33912
EFFECTIVE DATE:	The date of this agreement.
DATE OF THIS AGREEMENT:	August <u>30</u> , 2005

Factual Background

1. C.W. Distributors, Inc. ("C.W.") is the current tenant named in the lease agreement ("Lease"). Paul and Beverly Ciano (collectively "Cianos") are the current owners of the Premises.
2. C.W. has requested that Cianos grant an early termination of the Lease. Cianos and C.W. have agreed to terminate the Lease pursuant to provision number 26 of the Lease. C.W. has given notice to Cianos pursuant to provision number 23 of the Lease and the parties of agreed to the early termination of the Lease.

Terms of Agreement

3. In consideration of the mutual covenants and agreements contained in this Agreement, C.W. and Cianos agree as follows: The Lease is terminated as of _____ 2005 ("Cancellation Date"). The Lease, and any renewal options contained in the Lease, shall be deemed terminated as of the Cancellation Date with the same effect as if that date were the normal expiration of the Lease. After the Cancellation Date neither party shall have any claim against the other except as arising out of this Agreement and except that all indemnities contained in the Lease shall

survive with respect to matters occurring or accruing prior to the Cancellation Date.

4. C.W. specifically agrees that it shall be liable for any year end adjustments to common area maintenance, real estate tax and other associated taxes or charges which are deemed rent or additional rent for the under the terms of the Lease. Cianos shall calculate any adjustments to those items and will bill C.W. for any deficiency within ten days of completing such calculations. C.W. agrees that it shall pay any such deficiency to Cianos within ten days of receiving a billing from Cianos regarding such adjustments. Cianos shall reimburse C.W. in the event that the adjustments result in a surplus of funds paid by C.W. to Cianos during the term of the Lease for common area maintenance, real estate and other associated charges.

5. This Agreement shall be binding upon the parties, their heirs, successors and assigns. Except as specifically set forth in this Agreement, the Lease and all of its terms covenants and conditions are hereby ratified and confirmed.

6. In the even that it is necessary for either party to retain an attorney to enforce the terms and provisions of this Agreement, the prevailing party in any such action shall be entitled to the award of attorney's fees and court costs.

C.W. Distributors, Inc.

By: Paul Ciano-Pen
Paul Ciano, President

Paul Ciano
Paul Ciano, Landlord

Beverly Ciano
Beverly Ciano