

V23831

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (904) 222-1222

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AK. Food, Inc.



Ramel Food

Distributors, Inc.

File first

(2 filings)

Signature _____

Requested by: CBB

Name _____

Date 6-4

Time 1045

Walk-In _____

Will Pick Up _____

Merger & Name Change

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
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☒ Merger File _____
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Annual Report / Reinstatement _____
Cert. Copy 70
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Certificate of Good Standing 70
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V23831

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

AK FOODS, INC., a Florida corporation S98969

INTO

ROSMEL FOOD DISTRIBUTORS INC. which changed its name to
AKRO DISTRIBUTORS, INC., a Florida corporation, V23831.

File date: June 4, 1997

Corporate Specialist: Annette Hogan

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF
AK FOODS, INC. INTO ROSMEL FOOD DISTRIBUTORS, INC.

AK Foods, Inc., a Florida Corporation and Rosmel Food Distributors, Inc. through their respective President and Secretary hereby adopt and approve these Articles of Merger as hereinafter set forth.

1. Pursuant to Section 607.1105 and 607.1101 of the Florida Statutes, all the directors and all the shareholders of AK Foods, Inc. and Rosmel Food Distributors, Inc. signed on the 30th day of May, 1997, resolutions consenting to the Plan of Merger and Stock Exchange by Merger of AK Foods, Inc. with and into Rosmel Food Distributors, Inc. under the name of AKRO Distributors, Inc. whereby AK Foods, Inc. shall be merged into Rosmel Food Distributors, Inc., in exchange solely for voting common stock of newly named remaining corporation AKRO Distributors, Inc.

2. The effective date of the merger shall be May 30, 1997.

3. The separate existence of AK Foods, Inc. is terminated as it will be merged into Rosmel Food Distributors, Inc. whose name shall be simultaneously and hereby changed to AKRO Distributors, Inc.

IN WITNESS WHEREOF, these Articles of Merger have been executed this 30th day of May, 1997.

AK FOODS, INC.

By: Karla Malave
Karla Malave, President

ATTEST: -
Antonio Santana
Antonio Santana, Secretary

ROSMEL FOOD DISTRIBUTORS, INC.

By: Osmel Santana
Osmel Santana, President

ATTEST:
Rosa Santana
Rosa Santana, Secretary
mtgdoc2.faw

PLAN OF MERGER AND STOCK EXCHANGE
BY MERGER OF AK FOODS, INC. WITH AND INTO ROSMEL
FOOD DISTRIBUTORS, INC. UNDER THE NAME
OF AKRO DISTRIBUTORS, INC.

This is a Plan and Agreement of Merger (Agreement) between AK Foods, Inc., a Florida corporation (the Merging Corporation), and Rosmel Food Distributors, Inc., a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of AK Foods, Inc. and Rosmel Food Distributors, Inc., pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) AK Foods, Inc. shall be merged with and into Rosmel Food Distributors, Inc., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be changed to AKRO Distributors, Inc.

(c) When this agreement shall become effective, the separate corporate existence of AK Foods, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of AK Foods, Inc. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of AK Foods, Inc., as well as with the assets of Rosmel Food Distributors, Inc.

(e) The shareholders of AK Foods, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of AK Foods, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The Articles of Incorporation of Rosmel Food Distributors, Inc., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 The effective date of the merger (Effective Date) shall be May 30, 1997.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Non-survivor/Survivor

2.01 As a material inducement to the each of the merging Corporations to execute this Agreement and perform its obligations under this Agreement, AK Foods, Inc. at Rosmel Food Distributors, Inc. represent and warrant to each other as follows:

(a) AK Foods, Inc. and Rosmel Food Distributors, Inc. are corporations duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Both are currently registered under Subchapter S of the Internal Revenue Code as small business.

(b) AK Foods, Inc. has an authorized capitalization of \$1,000.00, consisting of 100 shares of common stock, each of \$10.00 par value, of which shares 100 are validly issued to Karla Malave and Antonio Santana and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Rosmel Food Distributors, Inc. has an authorized capitalization of \$1,000.00, consisting of 100 shares of common stock, each with no par value, of which shares 100 are validly issued to Osmel Santana and Rosa Santana and outstanding, fully paid, and nonassessable on the date of this Agreement.

(d) Each corporation has furnished the other Corporation with their balance sheet as of April 30, 1997 and the related statement of income for the twelve months then ended. These financial statements (i) are in accordance with the books and records of each (ii) fairly present the financial condition of each as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonable anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of each corporation. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of each at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(e) All required federal, state, and local tax returns of each corporation has been

accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. AK Foods, Inc. has not been delinquent in the payment of any tax or assessment.

Securities Law

2.02 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and state securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Rosmel Food Distributors, Inc. or AK Foods, Inc., pending consummation of the merger, Rosmel Food Distributors, Inc. or AK Foods, Inc. shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02 This Agreement shall be submitted to the shareholders of AK Foods, Inc. and Rosmel Food Distributors, Inc. for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to Obligations of Rosmel Food Distributors, Inc. and AK Foods, Inc.

3.03 Except as may be expressly waived in writing by Rosmel Food Distributors, Inc., all of the obligations of AK Foods, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by AK Foods, Inc.:

(a) The representations and warranties made by AK Foods, Inc. to Rosmel Food Distributors, Inc. and by Rosmel Food Distributors, Inc. to AK Foods, Inc. in Article 2 of this agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective date and shall then be true and correct in all material respects. If Rosmel Food Distributors, Inc. or AK Foods, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the other and shall either correct the error, misstatement, or omission or obtain a written waiver.

(b) AK Foods, Inc. and Rosmel Food Distributors, Inc. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) AK Foods, Inc. and Rosmel Food Distributors, Inc. shall have delivered to each other a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(e) Each stockholder shall have delivered a letter to AK Foods, Inc. and Rosmel Food Distributors, Inc. respectively, containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Rosmel Food Distributors, Inc.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01 The holders of shares of AK Foods, Inc. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4. Shareholders of Surviving Corporation shall exchange existing shares to new shares with the new name of Surviving Corporation, AK Rosmel Food, Inc.

Basis

4.02 (a) The shareholders of AK Foods, Inc. shall be entitled to receive 50 shares each

of common stock of the Surviving Corporation, each of \$10.00 par value, being 50 percent of the total outstanding common stock of the surviving corporation.

(b) No fractional shares of common stock of AK Rosmel Food, Inc. shall be issued, but each shareholder entitled to a fractional share shall receive a scrip certificate, expiring as of December 31, 1997, in a form prescribed by the Directors of AK Rosmel, Inc., evidencing the right to a fractional share, and full shares shall be issued in exchange for the surrender of scrip certificate plus a sum of money equal to the difference in value of the fractional interest and the full share value at the time of merger or on December 31, 1997, whichever is less. During the life of the scrip certificates any individual acquiring a sufficient amount of fractions to equal one or more whole shares may exchange them for stock certificates representing whole shares.

Shares of Survivor

4.03 The currently outstanding 100 shares of common stock of Rosmel Food Distributors, Inc. n/k/a AKRO Distributors, Inc., each of \$10.00 par value, shall remain outstanding as common stock, each of \$10.00 par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01 On the effective date of the merger, the Directors and Officers of the corporation shall be as stipulated in the Shareholders Agreement of AKRO Distributors, Inc. which shall be executed on the effective date of merger.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01 The bylaws of Rosmel Food Distributors, Inc. n/k/a AKRO Distributors, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NON-SURVIVOR

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of AK Foods, Inc., Rosmel Food Distributors, Inc., or the stockholders pursuant to this Agreement shall be deemed representation and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and

warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02 AK Foods, Inc. and Rosmel Food Distributors, Inc. agree that on or prior to the Effective Date they shall obtain from the stockholders of the other an agreement under which the stockholders shall:

(a) Make those representations and warranties to AKRO Distributors, Inc. as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of one year after the Effective Date;

(c) Agree to indemnify Rosmel Food Distributors, Inc. and AK Food Distributors, Inc., respectively, for misrepresentation or breach of any warranty made to the other; and

Expenses

7.03 The Surviving Corporation shall pay all costs associated with the merger represented by this Agreement, provided the Agreement has not been terminated.

ARTICLE 8. TERMINATION

Circumstances

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations.

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of AK Foods, Inc. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be reorganized to the shareholders of AK Foods, Inc. on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of either AK Foods, Inc. or Rosmel Food Distributors, Inc. if without the prior consent in writing of the other, either corporation shall have:

- (1) Declared or paid a cash dividend on its common stock.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02 If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own or 50% of mutual costs and expenses incident to the merger, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 AK Foods, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instrument. AK Foods, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this

Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when transmitted by facsimile as follows:

- (a) In the case of Rosmel Food Distributors, Inc.:
- (b) In the case of AK Foods, Inc. at:

Entire Agreement; Counterparts

9.03 This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on 30th day of May, 1997.

ROSMEL FOOD DISTRIBUTORS, INC.

By: Amel Lantoro President

ATTEST:

[Signature] (Secretary)

AK FOODS, INC.

By: Karla Molinari

ATTEST:

[Signature]

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TALLAHASSEE, FLORIDA

ARTICLES OF RESTATEMENT OF THE
ARTICLES OF INCORPORATION OF
ROSMEL FOOD DISTRIBUTORS, INC.

new name AKRO DISTRIBUTORS, INC.

ROSMEL FOOD DISTRIBUTORS, INC., a Florida corporation, by and through its President and Secretary, hereby adopt an amendment to its Articles of Incorporation as hereinafter set forth.

1. Pursuant to Section 607.0704, 607.0821, and 607.1007 of the Florida Statutes, all of the Directors and all of the Shareholders of ROSMEL FOOD DISTRIBUTORS, INC., signed on the 30 day of May, 1997, a written statement that certain amendment to the Articles of Incorporation of said corporation be adopted. Attached hereto as Exhibit "A" is such written statement entitled "UNANIMOUS STATEMENT MANIFESTING INTENTION TO AMEND THE ARTICLES OF INCORPORATION OF ROSMEL FOOD DISTRIBUTORS, INC."

2. The entire Articles of Incorporation of said corporation shall be hereby restated as set forth in Exhibit "A" hereto.

IN WITNESS WHEREOF, these Articles of Amendment have been executed this 30 day of May, 1997.

ROSMEL FOOD DISTRIBUTORS, INC.

By:



Osmel Santana,
President

ATTEST:

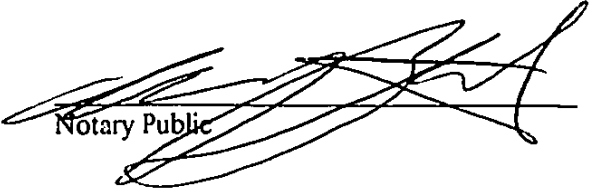


By: Rosa Santana
Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this 30 day of May, 1997 by OSMEL SANTANA, as President and ROSA SANTANA, as Secretary of ROSMEL FOOD DISTRIBUTORS, INC., who is personally known to me and who did not take an oath.


Notary Public

My Commission Expires:



ALBERTO S BUSTAMANTE
My Commission CC357645
Expires Mar. 21, 1998
Bonded by HAI
800-422-1555

UNANIMOUS STATEMENT MANIFESTING INTENTION TO
AMEND THE ARTICLES OF INCORPORATION OF
ROSMEL FOOD DISTRIBUTORS, INC.

WHEREAS, the undersigned, being all of the Directors and all of the Shareholders of ROSMEL FOOD DISTRIBUTORS, INC., a corporation organized and existing under the laws of the State of Florida, and having its principal office in 11362 Space Blvd., Orlando, Florida 32837, do hereby desire to manifest their intention to adopt an Amendment to the Articles of Incorporation of Rosmel Food Distributors, Inc., (hereinafter referred to as the "Articles") in the manner hereinafter set forth; and

WHEREAS, the undersigned have executed this document pursuant to the provisions of Section 607.0704 and 607.0821 of the Florida Statutes for the purpose of expressing their unanimous intention and consent that the Articles be amended in the manner hereinafter set forth.

NOW, THEREFORE, the undersigned, and each of them, do hereby manifest their unanimous intention and consent that the Articles be, and they hereby are, amended as follows:

1. The entire Articles of Incorporation shall be restated pursuant to the Restated Articles of Incorporation attached hereto as Exhibit "A" to include the name change from Rosmel Food Distributors, Inc. to AKRO Distributors, Inc.

IN WITNESS WHEREOF, the undersigned, being all of the Directors and all of the Shareholders of Rosmel Food Distributors, Inc., have hereunto subscribed his signature this ____ day of May, 1997, and do hereby direct that this Amendment shall be filed with the Department of State of the State of Florida to be and become an amendment to the Articles of Incorporation of said corporation.

Signed, sealed and delivered this ____ day of May, 1997.

DIRECTORS/SHAREHOLDERS


OSMEL SANTANA


ROSA SANTANA

ARTICLES OF INCORPORATION

OF

AKRO DISTRIBUTORS, INC.

The undersigned incorporators, being competent to contract, subscribes to these Articles of Incorporation to form a corporation for profit under the laws of the State of Florida.

ARTICLE I - Name

The name of this corporation shall be:

AKRO DISTRIBUTORS, INC.

ARTICLE II - Business and Activities

This corporation may, and is authorized to, engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE III - Capital Stock

The authorized capital stock of this corporation and the maximum number of shares of stock that this corporation is authorized to issue and have outstanding at any one time is 100 shares of common stock having a par value of \$10.00 per share.

ARTICLE IV - Term of Existence

The effective date upon which this corporation came into existence was March 25, 1992, and it shall exist perpetually thereafter unless dissolved according to law.

ARTICLE V - Initial Registered Office and Agent

The street address of the initial registered office, of this corporation is:

11362 Space Blvd.
Orlando, Florida 32837

and the name of the initial registered agent of this corporation at that address is:

Osmel Santana

The principal office and mailing address of this corporation is:

11362 Space Blvd.
Orlando, Florida 32837

ARTICLE VI - Directors

- A. The number of directors of this corporation shall be four (4).
- B. The number of directors may be either increased or diminished from time to time by the board of directors or the shareholders in accordance with the bylaws of this corporation.
- C. Directors, as such, shall receive such compensation for their services, if any, as may be set by the board of directors at any annual or special meeting thereof. The board of directors may authorize and require the payment of reasonable expenses incurred by directors in attending meetings of the board of directors.
- D. Nothing in this Article shall be construed to preclude the directors from serving the corporation in any other capacity and receiving compensation therefor.
- E. The names and street addresses of the initial members of the board of directors, each to hold office until the first annual meeting of the shareholders of this corporation or until their successors are elected or appointed and have qualified, are:

<u>Name</u>	<u>Street Address</u>
Osmel Santana	11362 Space Blvd.
Rosa Santana	Orlando, Florida
Antonio Santana	
Karla Malave	

F. Any director may be removed from office by the holders of a majority of the stock entitled to vote thereon at any annual or special meeting of the shareholders of this corporation, for any cause deemed sufficient by such shareholders.

G. In case one or more vacancies shall occur in the board of directors by reason of death, resignation or otherwise, the vacancies shall be filled by the shareholders of this corporation at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining

directors until the shareholders have acted to fill the vacancy.

ARTICLE VII - Lost or Destroyed Certificates

Stock certificates to replace lost or destroyed certificates shall be issued on such basis and according to such procedures as are from time to time provided for in the bylaws of this corporation.

ARTICLE VIII - Amendment to Articles

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the board of directors, proposed by them to the shareholders, and approved at a shareholders' meeting by the holders of a majority of the stock issued and entitled to be voted, unless all the directors and all the shareholders sign a written statement manifesting their intention that a certain amendment to these Articles of Incorporation be made.

ARTICLE IX - By-Laws

The power to adopt, alter, amend or repeal bylaws of this corporation shall be vested in the shareholders or the board of directors of this corporation; provided, however, that any bylaws adopted by the directors which are inconsistent with any bylaws adopted by the shareholders shall be void, and the directors may not alter, amend or repeal any bylaws adopted by the shareholders.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 31st day of May, 1997.

AKRO DISTRIBUTORS, INC.



Osmel Santana, President

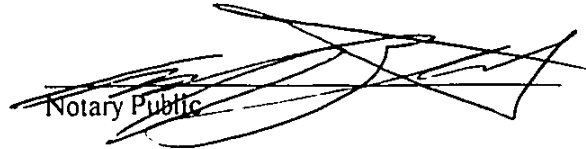
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of May, 1997, by Osmel Santana who is personally known to me or who has produced his _____ as identification and who did (did not) take an oath.



ALBERTO S BUSTAMANTE
My Commission CC357845
Expires Mar. 21, 1998
Bonded by HAI
800-422-1555


Notary Public

My Commission Expires:

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial registered agent of AKRO Distributors, Inc.


Osmel Santana