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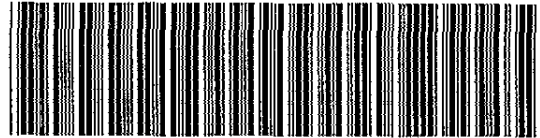
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_



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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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Special Instructions to Filing Officer:

Mark Lewis GAVE  
AUTHORIZATION BY PHONE TO  
DIRECT Corp. Name for (440025)  
DATE 01-31-06  
BY EXAM D Connell

Office Use Only

*M Berger*

01/31/06

DC

**MARK R. LEWIS, PA**  
**ATTORNEY AT LAW**  
**COAST BANK COMPLEX**  
**6830 CENTRAL AVENUE, SUITE D**  
**ST. PETERSBURG, FLORIDA 33707**

MARK R. LEWIS, SR.

PHONE 727-381-1946  
FAX 727-384-4633

January 24, 2006  
File no. Stephens/Merger of SWA and AEI

Florida Dept State - Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

*Re: Ballman, Melissa: Merger and ~~LSRE~~*

Dear Sirs:

Please find enclosed our check and the Articles of Merger for ~~Creative Times Academy, Inc.~~, and ~~LSRE, Inc.~~. Also, please find enclosed a copy of same. Please provide the undersigned with a certified copy.

Our check for \$78.75 is also enclosed.

Please call me if you have any questions.

Yours very truly,

MARK R. LEWIS, P.A.

By 

MARK R. LEWIS, Sr.

MRL/  
Enc.

ARTICLES OF MERGER  
OF  
ALUMINUM EXCHANGE, INC.  
INTO  
STEPHENS & WOOD ALUMINUM, INC.

FILED  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
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Pursuant to the laws of the state of Florida, the undersigned corporation, Aluminum Exchange, Inc., a Florida corporation and Stephens & Wood Aluminum, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Aluminum Exchange, Inc., into Stephens & Wood Aluminum, Inc.:

1 **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Aluminum Exchange, Inc. into Stephens & Wood Aluminum, Inc., is attached to these Articles as an exhibit.

2 **Adoption of Plan by Stephens & Wood Aluminum, Inc.** Pursuant to the terms of the Plan of merger and the provisions of F.S. §607.1103 shareholder approval of the articles and Plan of Merger is not required.

2.1 The Plan of Merger was approved by the board of directors of Stephens & Wood Aluminum, Inc. at a special meeting of the board held on December 29, 2005.

3 **Adoption of Plan by Aluminum Exchange, Inc.** There are 500 shares of common stock, each of \$1.00 value of Aluminum Exchange, Inc., issued and outstanding that were entitled to vote on the Plan of Merger. All 500 shares were voted in favor of the Plan of Merger, and no shares voted against the Plan of Merger, at a special meeting of the shareholders of Aluminum Exchange, Inc., held on December 29, 2005.

3.1 The Plan of Merger was approved by the board of directors of Aluminum Exchange, Inc., at a special meeting of the board held on December 29, 2005.

3.2 The Plan of Merger was in the possession of each shareholder of Aluminum Exchange, Inc.

4 **Amendment of Articles of Incorporation of the Parties.** There are no amendments to the Articles of Incorporation of the Parties.

5 **Location of Plan of Merger.** There is an executed copy of the Plan of Merger on file at the principal place of business of the Surviving Corporation, Stephens & Wood Aluminum, Inc., located at 9508 Martin Luther King Blvd., Tampa, Florida 33610

6 **Copies of Plan of Merger.** A copy of the Plan of Merger is available to any shareholder of any party to this Plan upon written request and without charge.

7 **Effective Date.** The Plan of Merger shall be effective at midnight on December 1, 2005.

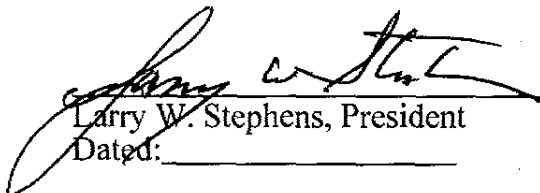
8 **Copies of the Articles of Incorporation of the Surviving Corporation, Stephens & Wood Aluminum, Inc.** Attached hereto as part of the Plan of Merger is a copy of the Articles of Incorporation of Stephens & Wood Aluminum, Inc. Also attached hereto is a copy of the Articles of Incorporation of Aluminum Exchange, Inc.

9 **Applicable Law.** The law of the State Florida, permit the merger contemplated by the Plan of Merger, and the laws of Florida have been complied with. Additionally, all shareholder approval required by the state of Florida and the articles of incorporation of both of the parties has been obtained.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the dates specified below.

**"MERGING CORPORATION"**

**Aluminum Exchange, Inc.**

  
Larry W. Stephens, President  
Dated: \_\_\_\_\_

ATTEST:

  
Al Whitehead, Secretary

[CORP. SEAL]

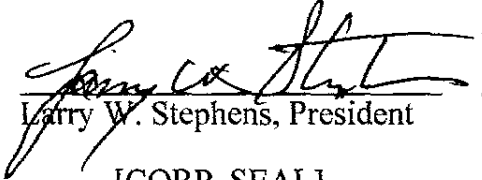


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Law Offices of MARK R. LEWIS, P.A.  
6830 Central Ave., Suite D  
St. Petersburg, FL 33707  
Tel No. 727-381-1946  
Fax No. 727-384-4633



"SURVIVING CORPORATION"  
Stephens & Wood Aluminum, Inc.

  
Larry W. Stephens, President

[CORP. SEAL]

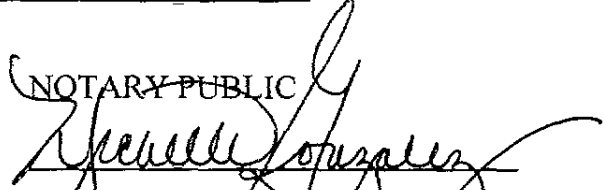
Dated: 12/30/05

ATTEST:

  
Al Whitehead, Secretary

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing was acknowledged, sworn to and subscribed before me this 30 day of DECEMBER 2005 by Larry W. Stephens, as President of Stephens & Wood Aluminum, Inc. and Aluminum Exchange, Inc., Florida corporations, on behalf of the corporations. He is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC  
  
Print: MICHELLE GONZALEZ

My Commission Expires:  
June 05, 2007  
(SEAL)

C:\cf\STEPHENS\merger-swa-aet\art-merger.wpd  
Attachments:

Plan with a copy of the Articles of Incorporation of the corporations

 Michelle Gonzalez  
MY COMMISSION # DD220186 EXPIRES  
June 5, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.



PLAN AND AGREEMENT OF REORGANIZATION

BY MERGER OF

ALUMINUM EXCHANGE, INC.

INTO

STEPHENS & WOOD ALUMINUM, INC.

THIS AGREEMENT, made and entered into by and between Stephens & Wood Aluminum, Inc., a Florida Corporation (hereinafter referred to as "Surviving Corporation") and Aluminum Exchange, Inc., a Florida Corporation (hereinafter referred to as "Merging Corporation") as of the dates specified below.

RECITALS

A. Aluminum Exchange, Inc. is a Florida Corporation doing business in the State of Florida.

B. Stephens & Wood Aluminum, Inc., is a Florida Corporation doing business in the State of Florida and primarily operating in Hillsborough County, Florida.

C. The Corporations are desirous of entering into a plan and agreement providing for the merging into Stephens & Wood Aluminum, Inc., of the Corporation known as Aluminum Exchange, Inc.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants and consideration contained herein the parties agree as follows:

- 1 **Incorporation of Recitals.** The foregoing recitals are hereby acknowledged as true and correct and are hereby incorporated herein as a part and parcel of this Agreement.
- 2 **Plan of Merger.** A plan of merger of Aluminum Exchange, Inc., and Stephens & Wood Aluminum, Inc., pursuant to Section 607.214 and Section 368(a)(1)(A) of the Internal Revenue Code is adopted as follows:

- 2.1 Aluminum Exchange, Inc., shall be merged with and into Stephens & Wood Aluminum, Inc., to exist and be governed by the laws of the State of Florida.
- 2.2 The name of the Surviving Corporation shall be Stephens & Wood Aluminum, Inc.
- 2.3 When this Agreement shall become effective, the separate corporate existence of Aluminum Exchange, Inc., shall cease, and the Surviving Corporation shall succeed, without other transfer to all the rights and property of Aluminum Exchange, 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, and limited in lien to the property affected by the liens immediately prior to the mortgage. Stephens & Wood Aluminum, Inc., hereby reaffirms the liability of Aluminum Exchange, Inc., and effective with the merger of the Corporations, its liability for all of the debts and obligations of Aluminum Exchange, Inc.
- 2.4 The Surviving Corporation will carry on business with assets of Aluminum Exchange, Inc., as well as with the assets of Stephens & Wood Aluminum, Inc.
- 2.5 The Shareholders of Aluminum Exchange, Inc., will surrender all of its shares in the manner hereinafter set forth.
- 2.6 In exchange for the shares of Aluminum Exchange, Inc., surrendered by its shareholders, the surviving corporation will issue and transfer to the shareholders, on the basis set forth below, shares of its common stock and if necessary the surviving corporation will amend its Articles of Incorporation as set forth below to provide for issuance of the shares of said common stock to be used in such exchange.
- 2.7 The shareholders of Stephens & Wood Aluminum, Inc., will retain their shares as shares of the surviving corporation.

3 **Effective Date.** The effective date of the merger shall be January 1, 2006.

4 **Representations and Warranties of the Corporations.**

- 4.1 Of the Merging Corporation. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Aluminum Exchange, Inc., represents or warrants to the Surviving Corporation as follows:

4.1.1 Aluminum Exchange, Inc., is a corporation 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.

4.1.2 Aluminum Exchange, Inc., has 500 shares of common stock authorized with a par value of \$1.00 and of which there are 500 shares validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

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

4.2 Of the Surviving Corporation. As a material inducement to Aluminum Exchange, Inc., to execute this Agreement and perform its obligations under this Agreement, Stephens & Wood Aluminum, Inc., represents and warrants to Aluminum Exchange, Inc., as follows:

4.2.1 Stephens & Wood Aluminum, Inc., is a corporation 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.

4.2.2 Stephens & Wood Aluminum, Inc., has 1,000 shares of common stock authorized with a par value of \$1.00 and of which there are 500 shares validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

5 **Interim Conduct of Business by Aluminum Exchange, Inc., prior to the effective date of the merger.** Aluminum Exchange, Inc., shall make no distributions to its shareholders and shall incur no further liabilities prior to the effective date of the merger.

6 **Submission to Shareholders.** This Agreement shall be submitted to the shareholders of Aluminum Exchange, Inc. Submission to the shareholders of Stephens & Wood Aluminum, Inc., is not required per F.S. §607.1103.

7 **Conditions Precedent to Obligations of Stephens & Wood Aluminum, Inc.** Except as may be expressly waived in writing by Stephens & Wood Aluminum, Inc., all of the obligations of Aluminum Exchange, Inc., under this Agreement are subject



to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Aluminum Exchange, Inc.:

- 7.1 The representations and warranties made by Aluminum Exchange, Inc., to Stephens & Wood Aluminum, Inc., in 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 Stephens & Wood Aluminum, 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 Aluminum Exchange, Inc., and shall either correct the error, misstatement, or omission or obtain a written waiver from Stephens & Wood Aluminum, Inc.
- 7.2 Aluminum Exchange, 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.
- 7.3 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.
- 7.4 All corporate and other proceedings and actions 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 Stephens & Wood Aluminum, Inc.
- 7.5 The Shareholders of Stephens & Wood Aluminum, Inc., shall not raise any objection to this merger.

8 **Conditions Precedent to Obligations of Aluminum Exchange, Inc.** Except as may be expressly waived in writing by Aluminum Exchange, Inc., all of the obligations of Stephens & Wood Aluminum, Inc., under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Stephens & Wood Aluminum, Inc.:

- 8.1 The representations and warranties made by Stephens & Wood Aluminum, Inc., to Aluminum Exchange, Inc., in this Agreement and 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. If Aluminum Exchange, 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 Stephens & Wood

Aluminum, Inc., and shall either correct the error, misstatement, or omission or obtain a written waiver from Aluminum Exchange, Inc.

- 8.2 Stephens & Wood Aluminum, Inc., shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- 8.3 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.
- 8.4 No objection to this Agreement shall have been raised by the Shareholders of Aluminum Exchange, Inc.
- 9 **Manner of Converting Shares.** The holders of Aluminum Exchange, Inc., shall surrender their shares to the Secretary of Stephens & Wood Aluminum, Inc., promptly after the Effective Date, in exchange for shares of Stephens & Wood Aluminum, Inc., to which they are entitled under this Agreement.
- 9.1 Basis. The shareholders of Aluminum Exchange, Inc., shall be entitled to receive one (1) share of common stock of Stephens & Wood Aluminum, Inc., each of \$1.00 par value, for every 500 shares of common stock of Aluminum Exchange, Inc. held by that shareholder.
- 10 **Existing shares of Stephens & Wood Aluminum, Inc.** The currently outstanding and issued shares of common stock, each of \$1.00 par value shall remain issued and outstanding of the Surviving Corporation.
- 11 **Directors and Officers of Stephens & Wood Aluminum, Inc.** The present Board of Directors and officers of Stephens & Wood Aluminum, Inc., shall continue to serve as the Board of Directors and officers of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.
- 12 **Bylaws of Stephens & Wood Aluminum, Inc.** The Bylaws of Stephens & Wood Aluminum, 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.
- 13 **Nature and Survival of Representations and Warranties.** All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Stephens & Wood Aluminum, Inc., Aluminum Exchange, Inc., or the stockholders pursuant to this Agreement shall be deemed representations 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.

14 **Termination.** 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 under the following circumstances:

14.1 By mutual consent of the Board of Directors of the constituent corporations.

14.2 At the election of the Board of Directors of either constituent corporation if 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; 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; any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable; or 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.

14.3 At the option of the Board of Directors of Stephens & Wood Aluminum, Inc., or Aluminum Exchange, 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 recognized to the shareholders of Aluminum Exchange, Inc., on the exchange of their common stock for the stock of the Surviving Corporation.

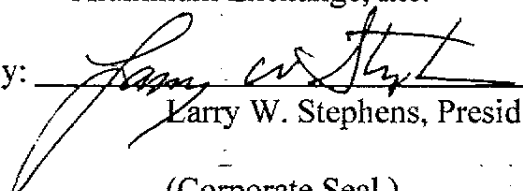
14.4 That the actions contemplated by the terms and conditions of this Agreement shall be contrary to or in violation of the franchise agreements held by each of the corporations.

15 **Notice of and Liability on Termination.** If an election is made to terminate this Agreement and abandon the merger, 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. Upon the giving of such notice, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

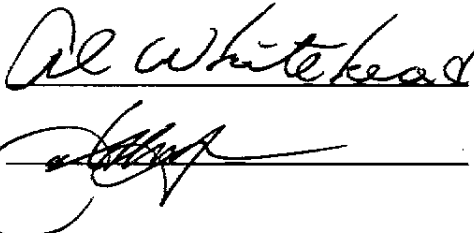
- 16 **Subchapter S Status.** It is acknowledged that Aluminum Exchange, Inc., is a Subchapter S corporation for the purposes of Federal Income taxes and that Stephens & Wood Aluminum, Inc., is a Subchapter C corporation for the purpose of Federal Income taxes. Following the merger Stephens & Wood Aluminum, Inc. shall remain a Subchapter C corporation until further action of the corporation or its shareholders.
- 17 **Miscellaneous.** 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. This Agreement shall be controlled by, interpreted, governed and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to affix their signatures as of the dates specified below.

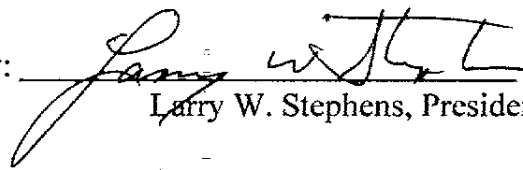
"MERGING CORPORATION"  
Aluminum Exchange, Inc.

By:   
Larry W. Stephens, President  
(Corporate Seal)

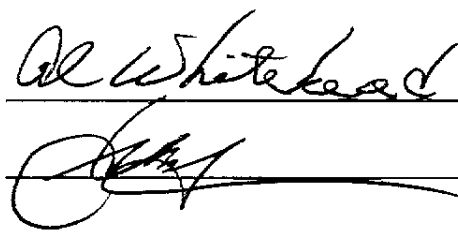
Dated: 12/30, 2005



"SURVIVING CORPORATION"  
Stephens & Wood Aluminum, Inc.

By:   
Larry W. Stephens, President  
(Corporate Seal)

Dated: 12/30, 2005



# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

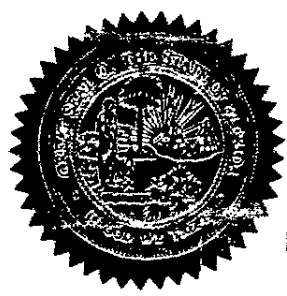
CERTIFICATE OF INCORPORATION

OF

STEPHENS & WOOD ALUMINUM, INC.

a corporation organized and existing under the Laws of the State of Florida, filed on the 19th day of November A.D., 19 73 as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 19th day of November, A.D., 19 73.



*Richard (Dick) Stone*

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

STEPHENS & WOOD ALUMINUM, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation under the laws of the State of Florida, by and through the provisions of the statutes of the state providing for the formation, liabilities, rights, privileges and immunities of a corporation for profit.

ARTICLE I

NAME OF CORPORATION

The name of this corporation is

STEPHENS & WOOD ALUMINUM, INC.

(hereinafter called the "Corporation").

ARTICLE II

PERIOD OF DURATION

The duration of this Corporation is to be perpetual.

ARTICLE III

GENERAL NATURE OF BUSINESS

The general nature of the business and objects to be transacted, promoted or carried on are to do any and all of the things hereinafter mentioned as fully and to the same extent as natural persons might or could do, to-wit:

(A) To engage in the general business of manufacturing, producing, assembling, erecting, and investing any and all operations and functions related to aluminum works and products as well as any and all other materials of whatsoever nature, and to engage in the general business of purchasing and wholesale and retail sales of any and all such products of whatsoever type and nature.

(B) To manufacture, purchase, or otherwise acquire

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CORPORATION DIVISION  
TALLAHASSEE, FLORIDA

and to own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, and to invest, trade, deal in and deal with goods, wares, merchandise, and other personal property of every class and description whatsoever.

(C) To buy, sell, manufacture, repair, alter and exchange, let or hire, export and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses, or commonly supplied or dealt in by persons engaged in any such business of which may seem capable of being dealt with profitably in connection with any of the said businesses.

(D) To purchase, hold, sell, improve and lease real estate, and to mortgage and encumber the same and to erect, manage, care for and maintain buildings thereon. To acquire in any manner, enjoy, utilize, hold, sell, assign, lease, mortgage or otherwise dispose of, letters of patent of the United States, or any foreign country, patents, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade marks and trade names or pending applications therefore, relating to or useful in connection with any business of the Corporation or other corporations in which the Corporation may have an interest as a stockholder or otherwise.

(E) To hold, purchase or otherwise acquire or be interested in, to sell, assign, pledge, or otherwise dispose of capital stock, bonds, or other evidences of debt issued or created by any other corporation, whether foreign or domestic or whether now or hereafter organized and while the holder of such shares of stock to exercise all the rights, and privileges of ownership, including the right to vote thereon, to the same extent as a

natural person might or could do, and, subject to the provisions of law, to purchase or otherwise acquire, hold and reissue the shares of its own capital stock.

(6) In general, to have and exercise any other powers conferred by the Laws of the State of Florida, upon corporations generally, it being hereby expressly provided that the foregoing enumeration or specified powers shall not be held to limit or restrict in any manner the general powers of the Corporation.

#### ARTICLE IV

##### AUTHORIZED STOCK

1. The aggregate number of shares which this Corporation shall be authorized to issue is One Thousand (1,000) shares of common stock with a par value of One Dollar (\$1.00) per share. The Corporation shall not have the authority to issue shares in series.

2. The whole or any part of the capital stock of this Corporation shall be payable in lawful money of the United States of America, or property, labor or services at a just valuation fixed by the Board of Directors.

3. Property or labor may also be purchased with the capital stock of this Corporation at such valuation as may be fixed by the Board of Directors.

#### ARTICLE V

##### CAPITAL

The amount of capital with which the Corporation shall begin business shall be Five Hundred Dollars (\$500.00).

#### ARTICLE VI

##### REGULATION OF INTERNAL AFFAIRS

1. Meetings of Shareholders and Directors. Meetings of the Shareholders and Directors of this Corporation may be



held either within or without the State of Florida at such place or places as may from time to time be designated in the Code of By-Laws or by resolution of the Board of Directors.

2. Code of By-Laws. The initial code of By-Laws of the Corporation shall be adopted by its Board of Directors. The power to amend or repeal the By-Laws or to adopt a new Code of By-Laws, shall be in the shareholders, but the affirmative vote of the holders of a majority of the shares outstanding shall be necessary to exercise that power. The Code of By-Laws may contain any provisions for the regulation and management of this Corporation which are consistent with the Laws of the State of Florida and these Articles of Incorporation.

3. Contracts in which Directors Have an Interest.

No contract or other transaction of this Corporation with any person, firm or corporation or no contract or other transaction in which this Corporation is interested shall be invalidated or affected by (a) the fact that one or more of the Directors of this Corporation is interested in or is a Director or Officer of another corporation, or, (b) the fact that any Director, individually or jointly with others, may be a party to, or may be interested in the contract or transaction; and each person who may become a Director of this Corporation is hereby relieved from any liability that might otherwise arise by reason of his contracting with this Corporation for the benefit of himself or any firm, or corporation in which he may be interested.

4. Compensation of Directors. The Board of Directors shall have the authority to make provisions for reasonable compensation to its members for their services as Directors and to fix the basis and conditions upon which compensation shall be paid. Any Director may also serve the Corporation in any other capacity and receive compensation therefrom in any form.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Corporation shall be conducted by a Board of Directors composed of not less than two directors, who need not be Stockholders. The number of Directors may be increased or decreased from time to time by the By-Laws adopted by the Stockholders, but shall never be less than two persons and none of the Directors need be Stockholders.

ARTICLE VIII

INITIAL DIRECTORS

The names and addresses of the first Board of Directors of the Corporation, who, subject to the provisions of these Articles of Incorporation and By-Laws and the General Corporate Law of the State of Florida, shall hold office for the first year, or until their successors are elected and have qualified to serve as Directors, are as follows:

1. George L. Wood, Director      Box 144, Route 2, Allen Rd  
Lithia, Florida 33547
2. Larry W. Stephens, Director      6515 W. Hanna Ave.  
Tampa, Florida 33614.

ARTICLE IX

PERFORMANCE OF BUSINESS

The business of this Corporation shall be conducted by a President, a Secretary, and Treasurer, and any person may hold two offices, except that the President may not also be Secretary.

ARTICLE X

OFFICERS

The names and addresses of the Officers of the Corporation who shall hold office until the first annual meeting or until their successors are elected, and qualified to serve as Officers are as follows:

PRESIDENT

LARRY W. STEPHENS  
6515 W. Hanna Ave.  
Tampa, Florida 33614

SECRETARY-TREASURER

GEORGE L. WOOD  
Box 344  
Lithia, Florida

ARTICLE XI

SUBSCRIBERS

The names and addresses of each subscriber to these Articles of Incorporation, and a statement of the number of shares of stock to which they each subscribe, and the value that they agree to pay therefor, are as follows:

- |  |  |
|--|--|
| 1. LARRY W. STEPHENS<br>6515 W. Hanna Ave.<br>Tampa, Florida 33614 | Two Hundred and Fifty Shares<br>(250) at One Dollar (\$1.00)<br>per share. |
| 2. GEORGE L. WOOD<br>Box 344<br>Lithia, Florida 33547              | Two Hundred and Fifty Shares<br>(250) at One Dollar (\$1.00)<br>per share. |

ARTICLE XII

INTENTION OF SUBSCRIBERS

It is the intention of the subscribers to these articles of Incorporation and to the capital stock as above set forth, that this Corporation shall remain a closed corporation, and that Stockholders of this Corporation may enter into such Stockholder and Trustee Agreements with other Stockholders or this Corporation as they may see fit, in order to carry out this intention; provided, however, that the Stockholder or Trustee Agreements must be noted upon the margin of the stock of the Corporation.

ARTICLE XIII

PRINCIPAL PLACE OF BUSINESS

The principal place of business of said Corporation shall be located at 6515 W. Hanna Ave, Tampa, Florida; however, with the privilege of having branch offices or places of business in any place or places within or without the State of Florida.

ARTICLE XIV

RESIDENT AGENT

The name and address of the initial designated Resident Agent for the service or process upon said Corporation is as follows:

RICHARD J. SALEM, Esq.  
c/o SALEM AND SALEM PROFESSIONAL ASSOCIATION  
4600 West Kennedy Blvd.  
Post Office Box 13047  
Tampa, Florida 33609

ARTICLE XV

AMENDMENTS

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 Stockholders, and approved at a Stockholders meeting by a majority of the Stockholders entitled to vote thereon.

IN WITNESS WHEREOF, we the undersigned subscribers to the foregoing Articles of Incorporation have hereunto set our hands and seals for the purposes of forming this Corporation under the Laws of the State of Florida, and we hereby make and file in the Office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.

Witnesses:

<u>[Signature]</u>	<u>Larry W. Stephens</u> (SEAL) LARRY W. STEPHENS
<u>[Signature]</u>	
<u>[Signature]</u>	<u>George L. Wood</u> (SEAL) GEORGE L. WOOD
<u>[Signature]</u>	

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day, personally appeared, LARRY W. STEPHENS and GEORGE L. WOOD, to me well known to be the individuals described in and who

executed the foregoing Articles of Incorporation, and they  
acknowledged before me that they executed the same for the  
purposes therein expressed.

WITNESS my hand and official seal in the City of  
Yampa, State and County aforesaid, this 5<sup>th</sup> day of  
December, 1973.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

Notary Public - State of Utah  
My Commission Expires Apr. 23, 1975

**ARTICLES OF INCORPORATION**

OE

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

**ARTICLE I NAME**

The name of the corporation shall be: *ALUMINUM EXCHANGE, Inc.*

**ARTICLE II PRINCIPAL OFFICE**

The principal place of business and mailing address of this corporation shall be:

*P.O. BOX 294152  
TAMPA, FL. 33688-4152*

**ARTICLE III CAPITAL STOCK**

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

*500 SHARES*

**ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS**

The name and address of the initial registered agent is:

*STEVEN D. GREEN  
11001 FOREST HILLS DRIVE  
TAMPA, FL. 33612*

**ARTICLE V INCORPORATOR(S)**

The name(s) and street address(es) of the incorporator(s) to these Articles of Incorporation is(are):

① STEVEN D. GREEN → 250 SHARES  
11001 FOREST HILLS DRIVE  
TAMPA, FL 33612

② LARRY STEPHENS → 125 SHARES  
478 RIVER PLAZA WAY  
TAMPA, FL 33609

PAR VALLE = \$1.0

③ MELISSA REYES → 125 SHARES  
1202 WINTEREST RIDGE DR.  
BRANTON, FL 33510

The undersigned incorporator(s) has(have) executed these Articles of Incorporation this

6<sup>th</sup> day of NOVEMBER, 19 91.

X [Signature]  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: \_\_\_\_\_  
\_\_\_\_\_ LEWIS & CLARK, Inc.

2. The name and address of the registered agent and office is:

\_\_\_\_\_ STEVEN D. GREEN  
(NAME)  
\_\_\_\_\_ 11001 FOREST HILLS DRIVE  
(P.O. BOX NOT ACCEPTABLE)  
\_\_\_\_\_ TAMPA, FL 33612  
(CITY/STATE/ZIP)

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HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

✓ SIGNATURE \_\_\_\_\_ [Signature]  
X DATE \_\_\_\_\_ 11-8-91