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(City/State/Zip/Phone #)



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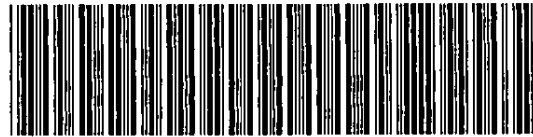
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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12 DEC 31 AM 10:53

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12 DEC 31 PM 12:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Max



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 480222 4188E

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : December 28, 2012

ORDER TIME : 6:06 PM

ORDER NO. : 480222-005

CUSTOMER NO: 4188E

ARTICLES OF MERGER

WHITE ALUMINUM PRODUCTS, LLC
THE HOME IMPROVEMENT COMPANY
LLC

INTO

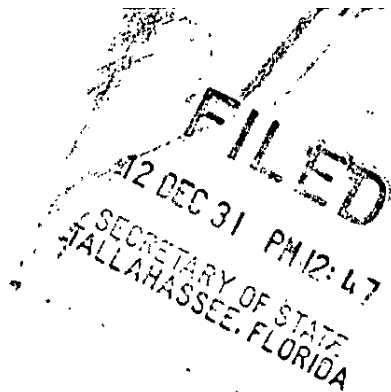
WHITE ALUMINUM PRODUCTS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Becky Peirce

EXAMINER'S INITIALS: _____



**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Aluminum Products, LLC	Florida	LLC
The Home Improvement Company LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Aluminum Products, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2012

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N / A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

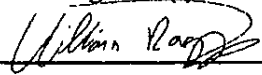
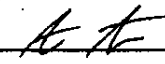
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N / A

Mailing address: N / A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
White Aluminum Products, LLC		William Dagher
The Home Improvement Company LLC		Steven Swartzman

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>SEE ATTACHED AGREEMENT AND PLAN OF MERGER.</u>		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>SEE ATTACHED AGREEMENT AND PLAN OF MERGER.</u>		

THIRD: The terms and conditions of the merger are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

(Attach additional sheet if necessary)

PLAN OF MERGER

This Plan of Merger ("Plan"), dated effective as of December 31, 2012 (the "Effective Date"), by and between White Aluminum Products, LLC, a Florida limited liability company (the "Surviving Entity"), and The Home Improvement Company LLC, a Florida limited liability company (the "Non-Surviving Entity"). The Surviving Entity and Non-Surviving Entity may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, the Non-Surviving Entity is a member of the Surviving Entity;
- B. WHEREAS, as of the Effective Date, the Non-Surviving Entity has issued 1,000 Series A preferred membership units ("Series A Units"), 3,874.18 Series B preferred membership units ("Series B Units") and 1,000 common membership units ("Common Units") and collectively with the Series A Units and Series B Units, the "Disappearing Units") to the respective members of the Non-Surviving Entity;
- C. WHEREAS, as of the Effective Date, the Surviving Entity has issued 81,250 Common Interests and 5,821 Preferred Interests (the "Surviving Units") to the Non-Surviving Entity;
- D. WHEREAS, the members of the Surviving Entity and members of the Non-Surviving Entity believe that it would be in the best interests and for the benefit of the Parties hereto that the Non-Surviving Entity be merged with and into the Surviving Entity (the "Merger"), on the terms and subject to the conditions described in this Plan and in accordance with applicable provisions of the laws of the State of Florida ("Florida Law"); and
- D. WHEREAS, the members of the Surviving Entity and members of the Non-Surviving Entity have properly approved the Merger prior to the Effective Date.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

§1. States of Organization. The Surviving Entity and Non-Surviving Entity are both organized and validly existing under Florida Law.

§2. Merger. Upon the Effective Time (as defined below), the Non-Surviving Entity shall merge with and into the Surviving Entity pursuant to § 608.4382 of the Florida Limited Liability Company Act, with Surviving Entity as the Surviving Entity of the Merger. From and after the Effective Time, the separate existence of the Non-Surviving Entity shall cease, and the Surviving Entity shall continue its existence, as provided by Florida Law.

§3. Effective Time. The Merger shall be effective as of 11:59 p.m. EST on the Effective Date (the "Effective Time").

§4. Name. The name of the Surviving Entity shall be the name of the Surviving Entity after the Merger.

§5. Articles of Organization of the Surviving Entity. The Articles of Organization of the Surviving Entity existing immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Entity after the Merger.

§6. Operating Agreement of the Surviving Entity. The Operating Agreement of the Surviving Entity existing immediately prior to the Effective Time shall be the Operating of the Surviving Entity after the Merger, until otherwise amended pursuant to the terms thereof.

§7. Conversion of the Disappearing Units. At the Effective Time and by virtue of the Merger, and without further action on the part of any holder thereof, the Disappearing Units shall be automatically converted, pro rata, into that number of Surviving Units equal to the outstanding Common and Preferred Units of the Surviving Entity held by the Non-Surviving Entity immediately prior to the Effective Time, and shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

§8. Effects of Merger. Upon the Effective Time, and as a result of the Merger, (i) the separate existence of the Non-Surviving Entity shall cease, except to the extent provided by Florida Law; (ii) the Surviving Entity shall possess all assets and property of every description, and every interest therein, wherever located, and all rights, privileges, powers, franchises and authority, wherever located, of a public as well as of a private nature, of each of the Parties; (iii) all obligations belonging to or due to each of the Parties shall be vested in the Surviving Entity without further act or deed; (iv) all rights of creditors and all liens upon any property of either of the Parties shall be preserved unimpaired; and (v) all debts, liabilities and duties of the respective Parties shall become the debts, liabilities, and duties of the Surviving Entity, and may be enforced against the Surviving Entity to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

§9. Required Approvals. As required by Florida Law, this Plan shall be approved by the Board of Managers and Members of the Non-Surviving Entity and the Managers and Members of the Surviving Entity.

§10. Filing of Plan and Certificate of Merger. If this Plan is duly approved by the Board of Managers and Members of the Non-Surviving Entity and the Managers and Members of the Surviving Entity, then this Plan and the Certificate of Merger, as attached hereto as **Exhibit A**, shall be executed in accordance with Florida Law and filed with the Florida Secretary of State.

§11. Further Assurances. If at any time the Surviving Entity shall deem or be advised that any further assignments, assurances or documents are necessary or desirable to carry out the

purposes of this Plan, the respective managers, members and representatives of the Parties are hereby so authorized to execute and deliver such assignments, assurances and/or documents.

§12. Amendment. This Plan may be amended, at any time prior to the Effective Time, after approval of such amendment by the Parties.

§13. Successors. This Plan shall inure to the benefit of, be enforceable by and be binding upon the respective successors and assigns of each Party to this Plan.

§14. Counterparts. This Plan may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

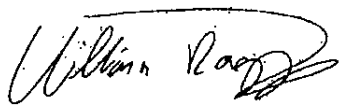
[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Plan as of the Effective Time.

Surviving Entity:

White Aluminum Products, LLC

By:


William Dagher, Manager

Non-Surviving Entity:

The Home Improvement Company LLC

By:

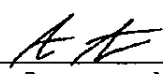

Steve Swartzman, Manager

EXHIBIT A

Certificate of Merger

See attached.