

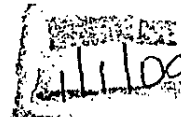
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Division of Corporations

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

ARCH ALUMINUM & GLASS CO., INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
ARCH ALUMINUM & GLASS CO., INC.
a Florida corporation
and
ARCH TULSA ACQUISITION CO.
an Oklahoma corporation

TO: THE SECRETARY OF STATE
STATE OF FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), Arch Aluminum & Glass Co., Inc., a Florida corporation ("Arch"), and Arch Tulsa Acquisition Co., an Oklahoma corporation ("Tulsa"), do hereby adopt the following Articles of Merger:

1. The names and jurisdictions of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are Arch Aluminum & Glass Co., Inc., a Florida corporation, and Arch Tulsa Acquisition Co., an Oklahoma corporation.

2. Tulsa is hereby merged with and into Arch and the corporate existence of Tulsa shall cease. Arch is the surviving corporation in the merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

3. The Plan of Merger was adopted by the Board of Directors and the sole Shareholder of Arch by written consent in lieu of a special meeting dated December 31, 2008, pursuant to Sections 607.0821 and 607.0704 of the Act.

4. The Plan of Merger was adopted by the Board of Directors and the Shareholders of Tulsa by written consent in lieu of a special meeting dated December 31, 2008, pursuant to Sections 1027 and 1073 of the Oklahoma General Corporation Act, Okla. Stat. tit. 18, §§1001, et seq.

5. The Merger shall become effective on January 1, 2009 at 12:01 a.m.

The parties have caused these Articles of Merger to be executed on December 31, 2008.

ARCH ALUMINUM & GLASS CO., INC., a Florida
corporation

By: _____

Leon Silverstein
President

ARCH TULSA ACQUISITION CO., an Oklahoma
corporation

By: _____

Leon Silverstein
President

EXHIBIT "A"

Plan and Agreement of Merger

dated December 31, 2008

by and among

AAG Holdings, Inc., a Florida corporation,

Arch Aluminum & Glass Co., Inc., a Florida corporation,

Arch Tulsa Acquisition Co., an Oklahoma corporation,

and

The Shareholders of Tulsa Named Therein

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, made this 31st day of December, 2008 by and among AAG Holdings, Inc., a Florida corporation ("AAG"), Arch Aluminum & Glass Co., Inc., a Florida corporation (hereinafter referred to as "Arch"), and Arch Tulsa Acquisition Co., an Oklahoma corporation (hereinafter referred to as "Tulsa") (Arch and Tulsa are collectively being hereinafter referred to as the "Companies"), and the Shareholders of Tulsa named herein.

WITNESSETH:

WHEREAS, Arch is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on October 18, 1989;

WHEREAS, 100 shares of the capital stock of Arch are issued to AAG and constitute all of the issued and outstanding shares of capital stock of Arch;

WHEREAS, Tulsa is a corporation duly organized and existing under the laws of the State of Oklahoma, having been incorporated on May 13, 2008;

WHEREAS, 50 shares of the common stock of Tulsa are issued to CGW Southeast Partners IV, L.P. ("CGW"), and 50 shares of common stock of Tulsa are issued to the Silverstein Family Limited Partnership ("SFLP") (CGW and SFLP are collectively referred to herein as the "Shareholders") constituting all of the issued and outstanding shares of common stock of Tulsa;

WHEREAS, the Board of Directors of Arch and Arch's sole shareholder, AAG, and the Board of Directors and Shareholders of Tulsa have this day determined it to be in the best interests of the Companies that they be merged; and

WHEREAS, for Federal income tax purposes, it is intended that the transactions which are contemplated in this Plan and Agreement of Merger qualify as a "plan of reorganization" within the meaning of Section 354(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"); and a "reorganization" within the meaning of Section 368(a)(1)(A) and Section 368(a)(2)(D) of the Code.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. The Merger.

1.1. Tulsa shall be merged with and into Arch at the Effective Time, as hereinafter defined, in accordance with the applicable laws of the State of Florida, including without limitation, Section 607.1104 of the Florida Business Corporation Act (the "Florida Law"), and on the terms and conditions set forth in this Plan and Agreement of Merger. From and after such Effective Time, Arch shall be the surviving party (the "Surviving Corporation") and shall continue to do business as a corporation organized and existing under the laws of the State of Florida, unaffected and unimpaired by the merger, with all rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized and existing under the laws of the State of Florida.

1.2. Effective Time and Date of Merger. This Plan and Agreement of Merger shall be effective at 12:01 a.m. on January 1, 2009 (the "Effective Time").

1.3. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Arch in force at the Effective Time of the merger shall be the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed.

1.4. By-Laws of the Surviving Corporation. The By-Laws of Arch in force at the Effective Time of the merger shall be the By-Laws of the Surviving Corporation until altered, amended or repealed.

1.5. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Florida Law and the Articles of Incorporation and By-Laws of the Surviving Corporation, (a) the Directors of Arch shall be the Directors of the Surviving Corporation; and (b) the officers of Arch shall be the officers of the Surviving Corporation.

2. Exchange of Capital Stock.

2.1. Shares of Capital Stock of Arch. Each share of capital stock of Arch issued and outstanding at the Effective Time of the merger shall thereupon, without further action, be and continue to be one (1) share of the capital stock of the Surviving Corporation.

2.2. Shares of Common Stock of Tulsa. At the Effective Time of the Merger, subject and pursuant to the terms and conditions of this Plan and Agreement of Merger, all of the shares of common stock of Tulsa issued and outstanding shall by virtue of the merger

and without any action on the part of the holders thereof, automatically be converted into and shall be deemed to represent, with respect to the Shareholders of Tulsa, the right to receive shares of common stock of AAG as follows: (a) 246,154 shares of common stock of AAG to CGW; and (b) 246,154 shares of common stock of AAG to SFLP.

3. Effect of Merger. Upon this merger becoming effective: (a) The separate existence of Tulsa shall terminate and Arch shall become the owner, without other transfer or further act or deed, of all of the rights, privileges, powers, property, franchises, estates and interests of every kind of Tulsa, as effectually as the property of the Surviving Corporation as they were of Tulsa; and Arch shall be subject to all debts and liabilities of Tulsa in the same manner as if Arch had itself incurred them; and Arch shall be subject to all of the restrictions, disabilities and duties of Tulsa, which shall not revert or be in any way impaired by reason of this merger; and rights of creditors and liens upon any property of any of the Companies shall be preserved unimpaired; and (b) the assets and liabilities of Tulsa shall be taken up on the books of Arch in the amounts at which they shall at that time be carried on the books of Tulsa.

4. Representations and Warranties.

4.1. AAG and Arch Representations and Warranties. AAG and Arch represent and warrant to the other parties hereto as follows:

4.1.1. Organization, Qualification, etc. Each is a corporation duly organized, validly existing and in good standing under the laws of its state of organization and has the corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted.

4.1.2. Corporate Authority. Each has the corporate power and authority to enter into this Plan and Agreement of Merger and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Plan and Agreement of Merger by each of them have been authorized by their respective Boards of Directors and by AAG as the sole shareholder of Arch, and do not require any further authorization or consent of their respective Boards of Directors or shareholders. This Plan and Agreement of Merger is, and each of the other agreements and instruments to be executed in connection herewith will be, the legal, valid and binding obligation of AAG and Arch, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

4.1.3. Absence of Conflicts. The execution and delivery of this Plan and Agreement of Merger by AAG and Arch, the issuance of the AAG shares, and the consummation of the transactions set forth in this Plan and Agreement of Merger: (i) do not and shall not conflict with or result in a breach of any provision of their respective articles of incorporation or bylaws, (ii) shall not result in any breach of, or constitute a default or cause an acceleration under, any arrangement, agreement or other instrument to which AAG or Arch is a party to or by which any of its assets are bound, or result in the imposition of any lien or encumbrance upon any property of AAG or Arch, and (iii) do not and shall not cause AAG or Arch to violate or contravene any provision of law, any governmental rule or regulation.

4.1.4. AAG Shares. The entire authorized stock of AAG consists of (i) 25,000,000 shares of common stock, of which 12,138,889 are issued and outstanding, and (ii) 1,000,000 shares of preferred stock, none of which are issued and outstanding. All of issued

and outstanding shares of stock of AAG have been duly authorized, and are validly issued, fully paid, and nonassessable. The shares of common stock of AAG to be issued to the Shareholders of Tulsa hereunder will upon issuance be duly authorized, validly issued, fully paid and nonassessable, free and clear of any and all liens, claims, pledges, security interests or encumbrances or other restrictions or limitations of any kind. There are currently issued and outstanding options to purchase 947,500 shares of common stock of AAG. Except (i) as set forth in this Section 4.1.4 and (ii) for shares of AAG common stock issued hereunder, there are no outstanding (x) shares of capital stock or other voting securities of AAG, (y) securities of AAG convertible into or exchangeable for shares of capital stock or voting securities of AAG, or (z) options, warrants or other rights to acquire securities from AAG, and, except as provided in the Shareholders Agreement (hereinafter defined), no preemptive or similar rights, subscriptions or other rights, convertible securities, agreements, arrangements or commitments of any character, relating to the capital stock of AAG, obligating AAG to issue, transfer or sell, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of AAG or obligating AAG to grant, extend or enter into any such option, warrant, subscription or other right, convertible security, agreement, arrangement or commitment.

4.2. Tulsa and Its Shareholders' Representations and Warranties. Tulsa and the Shareholders represent and warrant to the other parties as follows:

4.2.1. Organization, Qualification, etc. Tulsa is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted.

4.2.2. Corporate Authority. Tulsa has the corporate power and authority, and each of the Shareholders has the power and authority, to enter into this Plan and Agreement of Merger and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Plan and Agreement of Merger by Tulsa have been authorized by its Board of Directors and the Shareholders and do not require any further authorization or consent of it, its Board of Directors or the Shareholders. This Plan and Agreement of Merger is, and each of the other agreements and instruments of such party to be executed in connection herewith will be, the legal, valid and binding obligation of Tulsa and the Shareholders, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

4.2.3. Absence of Conflicts. The execution and delivery of this Plan and Agreement of Merger by Tulsa and the Shareholders, the transfer of the shares of common stock of Tulsa, and the consummation by Tulsa and the Shareholders of the transactions set forth in this Agreement: (i) do not and shall not conflict with or result in a breach of any provision of Tulsa's articles of incorporation or bylaws, (ii) shall not result in any breach of, or constitute a default or cause an acceleration under, any arrangement, agreement or other instrument to which Tulsa is a party to or by which any of its assets are bound, or result in the imposition of any lien or encumbrance upon any property of Tulsa, and (iii) do not and shall not cause Tulsa to violate or contravene any provision of law, any governmental rule or regulation.

4.2.4. Tulsa Shares. The entire authorized stock of Tulsa consists of 100 shares of common stock, of which 100 are issued and outstanding. All of issued and

outstanding shares of common stock of Tulsa have been duly authorized, and are validly issued, fully paid, and nonassessable. Each of CGW and SFLP represents and warrants that it is the record, beneficial and equitable holder of 50 shares of common stock in Tulsa, free and clear of any and all liens, claims, pledges, security interests or encumbrances or other restrictions or limitations of any kind. Except as set forth in this Section 4.2.4, there are no outstanding (x) shares of capital stock or other voting securities of Tulsa, (y) securities of Tulsa convertible into or exchangeable for shares of capital stock or voting securities of Tulsa, or (z) options, warrants or other rights to acquire securities from Tulsa, and no preemptive or similar rights, subscriptions or other rights, convertible securities, agreements, arrangements or commitments of any character, relating to the capital stock of Tulsa, obligating Tulsa to issue, transfer or sell, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of Tulsa or obligating Tulsa to grant, extend or enter into any such option, warrant, subscription or other right, convertible security, agreement, arrangement or commitment.

4.2.5. Investment Entirely for Own Account. Each of CGW and SFLP represents and warrants that the shares of AAG common stock acquired by it hereunder are for its own account for the purpose of investment and not with a view to the resale or distribution thereof, and it has no present intention of selling, negotiating or otherwise disposing of such shares. Each of CGW and SFLP acknowledges that: (a) the shares of AAG common stock being acquired hereunder are being issued in reliance on certain transactional exemptions for non-public offerings from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Securities Act") and applicable state securities laws, which exemptions depend upon, among other things, the representations made and information furnished by the

Shareholders; and (b) the shares of AAG acquired hereunder must be held in accordance with, and subject to the terms and conditions of, the Shareholders' Agreement dated September 30, 2004, by and among AAG, CGW and other holders of capital stock of AAG (the "Shareholders Agreement").

4.2.6. Restrictions on Transferability; Risk of Investment. Each of CGW and SFLP acknowledges that: (a) the shares of common stock of AAG issued hereunder have not been registered under the Securities Act; (b) registration under the Securities Act or exemption from the registration requirements of the Securities Act and applicable state securities laws will be required in order to dispose of the shares of common stock of AAG and that it may be required to hold such shares for a significant period of time prior to reselling such; and (c) it is capable of assessing the risks of an investment in the shares of common stock of AAG and is fully aware of the economic risks thereof.

4.2.7. Access to Information. Each of CGW and SFLP acknowledges that it has had access to certain documents and information about AAG and Arch and has reviewed sufficient information to allow it to evaluate the merits and risks of acquisition of the shares of common stock of AAG hereunder. It has had the opportunity to ask questions of AAG and Arch and has received satisfactory answers to such questions.

5. Further Assurances. Each party hereto shall execute and deliver such deeds and other instruments, and shall take or cause to be taken such further and other action, as shall be appropriate or necessary to carry out the purposes of this Plan and Agreement of Merger, and the respective officers and directors of Arch and Tulsa are fully authorized to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. General Provisions.

6.1. Expenses. If the merger is not consummated, all costs and expenses in connection with entering into this Plan and Agreement of Merger and the transactions contemplated hereby will be borne by the party incurring such costs and expenses. If the merger is consummated, all such expenses incurred in connection with the consummation of the merger shall be borne by the Surviving Corporation.

6.2. Waiver. No failure to exercise and no delay in exercising, on the part of any party, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

6.3. Amendments. This Plan and Agreement of Merger may be modified or amended only by a written instrument signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

6.4. Headings. The descriptive headings of the several sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

6.5. Successors and Assigns. This Plan and Agreement of Merger shall be binding upon and shall inure to the benefit of the parties and their respective successors and

assigns, provided, that no party may assign its rights hereunder without the prior written consent of the nonassigning parties.

6.6. Entire Agreement. This Plan and Agreement of Merger embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.

6.7. Governing Law. This Plan and Agreement of Merger shall be construed in accordance with and governed by the laws of the State of Florida without regard to principles of conflict of laws.

6.8. Counterparts. This Plan and Agreement of Merger may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Plan and Agreement of Merger by signing any such counterpart.

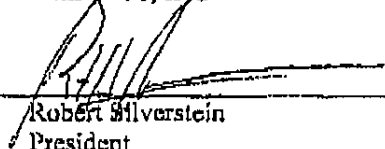
6.9. Right to Abandon. Either of the Companies, by action of its board of directors or managers, may abandon the merger under this Plan and Agreement of Merger for any reason at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida.

6.10. No Third-Party Beneficiaries. This Plan and Agreement of Merger is made solely for the benefit of the parties hereto and their successors and permitted assigns, and no other person shall have or be entitled to enforce any rights, benefits or obligations under this Plan and Agreement of Merger.

IN WITNESS WHEREOF, the parties have caused this Plan and Agreement of
Merger to be executed as of the day and year first above written.

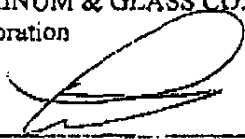
AAG HOLDINGS, INC.

By: _____


Robert Silverstein
President

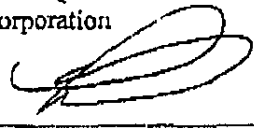
ARCH ALUMINUM & GLASS CO., INC.,
a Florida corporation

By: _____


Leon Silverstein
President

ARCH TULSA ACQUISITION CO.
an Oklahoma corporation

By: _____


Leon Silverstein
President

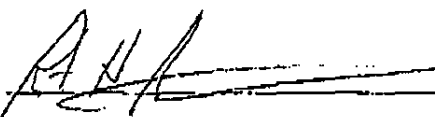
SHAREHOLDERS:

CGW SOUTHEAST PARTNERSHIP, LP.

By: _____

SILVERSTEIN FAMILY LIMITED
PARTNERSHIP

By: _____



IN WITNESS WHEREOF, the parties have caused this Plan and Agreement of
Merger to be executed as of the day and year first above written.

AAG HOLDINGS, INC.

By: _____
Robert Silverstein
President

ARCH ALUMINUM & GLASS CO., INC.,
a Florida corporation

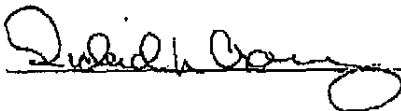
By: _____
Leon Silverstein
President

ARCH TULSA ACQUISITION CO.
an Oklahoma corporation

By: _____
Leon Silverstein
President

SHAREHOLDERS:

CGW SOUTHEAST PARTNERS IV, L.P.

By: 

SILVERSTEIN FAMILY LIMITED
PARTNERSHIP

By: _____