

TRANSMITTAL LETTER

PO1000002744

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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-01/04/01--01013--002  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

SUBJECT: Sunshine Glass and Aluminum Inc.  
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee  
& Certificate of Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate of  
Status

ADDITIONAL COPY REQUIRED

FROM:

James R. DiGiacomo

Name (Printed or typed)

771 Park Avenue

Address

Naples FL 34110

City, State & Zip

(941) 262-7234

Daytime Telephone number

FILED  
01 JAN -3 AM 8:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NOTE: Please provide the original and one copy of the articles.

9.01

## ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

### ARTICLE I NAME

The name of the corporation shall be:

***Sunshine Glass And Aluminum, Corp.***

### ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailing address is: **3906 Mercantile Avenue  
Naples, FL 34104-3356**

### ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Any lawful purpose, including but not limited to, the sale, purchase, manufacture, glazing, and fabricating of glass and aluminum home/office decorative items.

### ARTICLE IV SHARES

The number of shares of stock is: 10,000 common no par.

### ARTICLE V INITIAL OFFICERS/DIRECTORS

The name(s) and address(es):

**James DiGiacomo (President)  
771 Park Avenue  
Naples, FL 34110-1509**

**Virginia Howe (Secretary)  
2408 Kings Lake Blvd  
Naples, FL 34112**

### ARTICLE VI REGISTERED AGENT

The name and Florida street address of the registered agent is: **James DiGiacomo  
771 Park Avenue  
Naples, FL 34110-1509**

### ARTICLE VII INCORPORATOR

The name and address of the Incorporator is: **James DiGiacomo  
771 Park Avenue  
Naples, FL 34110-1509**

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TALLAHASSEE, FLORIDA

## **ARTICLE VIII STOCK TRANSFER RESTRICTIONS**

### **1. Restriction on Transfer**

Except to the extent and in the manner provided herein or as provided by agreement among all the stockholders of the corporation and the corporation, a stockholder of the corporation may not sell, assign, transfer, pledge, hypothecate or otherwise dispose (including by gift or otherwise) of any of his shares of capital stock of the corporation ("Stock"). Notwithstanding any other provisions herein, no transfer shall be effective if it would cause the corporation to cease to qualify as an S corporation under Subchapter S of the Internal Revenue Code.

### **2. Exception for Authorized Transferees**

The restrictions of paragraphs 3 and 4 herein shall not apply to transfers of Stock to the following persons (hereinafter "Authorized Transferees"):

- (a) The stockholder as the sole trustee of a trust revocable by the stockholder alone; or
- (b) a corporation, of which the stockholder transferring Stock owns, directly or indirectly, not less than a majority of the capital stock which is entitled to vote for the election of directors;

provided, that the Stock held by such Authorized Transferee shall remain subject to the provisions herein.

### **3. Voluntary Transfers**

Neither a stockholder nor his Authorized Transferee may sell, assign, pledge or otherwise dispose of any shares of Stock, or any interest therein now held or hereafter acquired, without first giving written notice thereof to the corporation. The written notice shall include the name of the transferee and all material terms of such transfer and, in the case of a transfer for fair value, shall be accompanied by a copy of the bona fide written offer to purchase such Stock upon the terms set forth in the written notice. The written notice to the corporation shall be deemed for all purposes to give the corporation a first right of purchase (sometimes referred to as a right of first refusal) as provided herein. If the corporation declines or fails to exercise its first right of purchase within the time provided, the stockholder may, within 60 days from the date said right terminates, transfer the Stock to the proposed transferee upon substantially the terms set forth in the original notice to the corporation.

#### **4. Transfer Events**

(a) The Corporation shall have a first right of purchase for all shares of Stock held by a stockholder immediately upon the happening of any of the following events (each a "Transfer Event"):

- (i) The death of a stockholder;
- (ii) a stockholder or Authorized Transferee voluntarily filed a petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver, or makes an assignment for the benefit of creditors;
- (iii) a stockholder or Authorized Transferee is subjected involuntarily to such a petition or assignment, or any creditor or other person obtains an attachment or other legal or equitable interest in any Stock of a stockholder, and such involuntary petition, assignment or attachment is not discharged within 30 days after creation; or
- (iv) a stockholder or Authorized Transferee is subject to a judgment, court order or decree or by operation of law is otherwise required to transfer Stock to other than an Authorized Transferee.

(b) In the event of death of a stockholder, his executor or administrator shall, within 90 days after death, give written notice thereof to the corporation and shall give the corporation a first right of purchase as provided herein. A stockholder shall, within 10 days of the occurrence of a Transfer Event specified in clauses (ii) through (iv) of subparagraph (a) give written notice thereof to the corporation. If the corporation declines or fails to exercise timely its first right of purchase, then the legal representative, beneficiary, trustee, assignee, receiver or other transferee who obtained the Stock by reason of the Transfer Event may retain the Stock, subject to the provisions herein.

#### **5. First Right of Purchase**

Upon receipt of written notice of intent to make a voluntary transfer or upon the occurrence of a Transfer Event, the corporation shall have a right to purchase any or all of the shares of Stock to which such notice or Transfer Event relates at the price specified herein before any other action is taken to sell, assign, transfer, pledge, or otherwise dispose of the Stock. Such right shall continue for a period of 30 days from the receipt of written notice or the receipt of written notice of a Transfer Event, and in any event shall continue for 15 days from the date of the receipt by the corporation of an appraisal made pursuant to paragraph 7(a). If the corporation elects to exercise such first right of purchase, it shall so notify the holder of such shares of Stock, specifying the manner of payment and time and place for tender of certificates representing all such shares of Stock.

## **6. Transfers in Violation Restrictions**

If any transfer of shares of Stock is made or attempted contrary to the provisions herein, or if shares of Stock are not offered to the corporation as required herein, the corporation shall have the right to purchase said shares from the owner thereof or his transferee at any time before or after the transfer, as herein provided. In the event that the corporation elects to exercise its first right of purchase, it may do so by canceling the certificate(s) representing the Stock and depositing the purchase price, as determined pursuant to paragraph 7 hereof, in a bank account for the benefit of a stockholder. In addition to any other legal or equitable remedies which it may have, the corporation may enforce its right by actions for specific performance (to the extent permitted by law) and may refuse to recognize any transferee as one of its stockholders for any purpose, including without limitation dividend and voting rights, until there has been compliance with all applicable provisions of these restrictions.

## **7. Purchase Price**

(a) Except as provided in subparagraph (b) of this paragraph, the purchase price per share of Stock which the corporation elects to purchase hereunder shall be the fair market value per share, as determined by appraisal, as of the last day of the fiscal quarter immediately preceding the receipt of the written notice under paragraph 3, or the occurrence of a Transfer Event, multiplied by the number of shares of Stock to be purchased pursuant to such notice. Not later than 10 days after the date of receipt by the corporation of notice of its right to purchase, the corporation and the stockholder or Authorized Transferee shall select an appraiser or, failing the selection of a mutually acceptable appraiser within such period, within an additional 10 day period, the corporation shall appoint an appraiser, the stockholder or Authorized Transferee whose shares are being purchased shall appoint a second appraiser, and such two appraisers shall appoint a third appraiser, or failing action within such period by any party or the appraisers, any appointed appraiser or appraisers shall be appointed by the American Arbitration Association, Boston, Massachusetts, upon application of any party or appraiser. Within 20 days from his (their) appointment, the appraiser(s) shall proceed by majority vote, if necessary, to determine the value of the Stock, and such determination shall be final and binding upon all interested persons. The corporation shall promptly furnish to the appraiser(s) such information concerning its financial condition, earnings, capitalization, business prospects and sales of its capital stock as he (they) may reasonably request. Within such 20-day period, the appraiser(s) shall promptly notify in writing the corporation, the stockholder whose shares of Stock are being purchased, and any other interested person known to the appraiser(s), of the final determination of value. The parties shall each pay the fees and expenses of any appraiser appointed by or for each of them, and shall pay equally the fees and expenses of a single mutually acceptable appraiser or the third appraiser, if selection of a third appraiser is necessary.

(b) Notwithstanding any contrary provisions hereof, in the event of a proposed sale by any stockholder, or of his Authorized Transferee, to a third party in a bona fide transaction for fair value payable in cash or the equivalent, currently or in future installments, the purchase price of said Stock shall be the value offered by such third party and the corporation shall have the first right of purchase, exercisable within the period specified in paragraph 5, to purchase said Stock at such price upon terms substantially equivalent to those offered by such third party. The board of directors may impose reasonable requirements for ascertaining that such third party offer is a bona fide offer. Such first right of purchase shall not apply to a proposed assignment, transfer, exchange, pledge or any other sale or disposition of Stock which does not constitute a bona fide transfer for fair value (as determined by the board of directors of the corporation), and the provisions of subparagraph (a) of this paragraph 7 shall apply to such other transactions.

#### **8. Tenders**

All shares of Stock which the corporation has elected to purchase hereunder shall be tendered to the corporation, or to one or more substitute purchasers designated by it, at the principal office of the corporation at a reasonable date and time specified by it (in any event within 60 days after the corporation's election to purchase), by delivery of certificates representing such shares, endorsed in blank and in proper form for transfer against payment of the purchase price in cash or by certified or bank check, or upon such terms as are applicable under subparagraph 7(b).

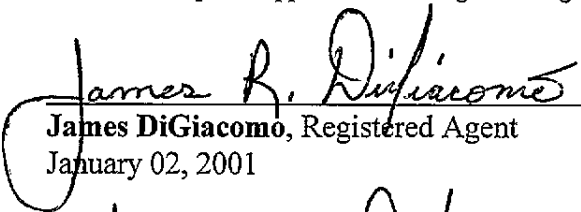
#### **9. Waiver, Disposition of Stock**

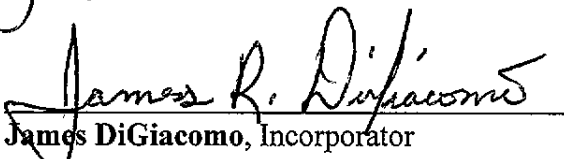
From time to time the corporation may waive its right hereunder either generally or with respect to one or more specific transfers which have been proposed, attempted or made. All action to be taken by the corporation hereunder shall be taken by vote of a majority of its board of directors. The board of directors in such manner may dispose of any Stock, which the corporation has elected to purchase hereunder, as it deems appropriate.

#### **9. Notices**

All notices and elections hereunder shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, to the corporation at its principal place of business and to any stockholder at the address then listed in the stock transfer records of the corporation.

*Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity*

  
**James DiGiacomo**, Registered Agent  
January 02, 2001

  
**James DiGiacomo**, Incorporator  
January 02, 2001

**FILED**  
01 JAN -3 AM 8:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA