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CERTIFICATE AND ARTICLES OF INCORPORATION

for

Closeout Corp of North America Inc..

The undersigned persons, having the age of eighteen (18) or more, has associated themselves for the purpose of forming a corporation under the laws of the State of Florida and do hereby adopt the following Certificate and Articles of Incorporation.

1. **NAME:** The name of this corporation is:

Closeout Corp of North America Inc.

2. **PURPOSE AND POWERS:** This corporation is organized for the transaction of any and all lawful business for which corporations may be incorporated under the laws of the State of Florida, as they may be amended from time to time and specifically but not in limitation thereof, the purpose of:

The compilation and preparation of Import and Wholesale goods

3. **DURATION:** The duration of this corporation shall be for In Perpetuity.

4. **STATUTORY AGENT:** The corporation appoints the following as the

Statutory agent: Lawrence Swan

The Statutory Agent has been a bona fide resident of the State of Florida for at least ten (10) years.

5. INITIAL PLACE OF BUSINESS: The initial place of business shall be:

**Closeout Corp of North America Inc
1598 North Cranberry Blvd
North Port, Fl 34286**

The Mailing Address of the Corporation is as follows:

**Closeout Corp of North America Inc
1598 North Cranberry Blvd
North Port, Fl 34286**

All copies of the corporate records shall be kept at the initial registered place of business.

6. BOARD OF DIRECTORS: The number of directors of the corporation shall be fixed and may be altered from time to time as may be provided in the bylaws. In the case of any increase in the number of directors, the additional directors shall be elected by the shareholders at an annual or special meeting, as shall be provided for in the bylaws.

The initial Board of Directors shall consist of Two (2) person, who shall serve until their successors are qualified according to the bylaws, and whose names and address are:

NAME

ADDRESS

Michael Venezia

1598 Nth Cranberry Blvd North Port Fl 34286

7. AMENDMENT OF BYLAWS: Both the shareholders and the Board of Directors shall have the power to amend the bylaws as provided in the Bylaws.

8. INCORPORATIONS: The names and addresses of the undersigned incorporators are as follows:

NAME	ADDRESS
Michael Venezia	1598 Nth Cranberry Blvd North Port FL 34286

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of this Certificate and Articles of Incorporation to the person or department with whom the Articles are filed.

9. COMMENCING BUSINESS: The minimum amount of capital with which the corporation shall commence business is \$ 100.00

10. CAPITAL STOCK: The authorized Capital Stock of the corporation shall be as follows:

1. The number of CLASS "A" SHARES OF COMMON VOTING STOCK shall be 100 Shares with a par value of \$ 1.00 per share.

10. CAPITAL STOCK (cont.):

- 2. The number of CLASS "B" SHARES OF COMMON NON-VOTING STOCK shall be NONE Shares with a par value of \$ -0- per share.**
- a) All or any portion of the Capital Stock may be issued in consideration for cash, real or personal property, services rendered, or any other thing of value for the uses and purposes of the corporation and when so issued, will become and be fully paid, in the same as though paid for in cash at par. The Board of Directors will be the sole judge of the value of any property, services, right or thing acquitted in exchange for Capital Stock. Payment for the Capital Stock will be made at such time or times and upon such conditions as the Board of Directors may from time to time designate.**
- b) The shares of Capital Stock of the corporation are to be non-assessable. The right to notice of and to vote at any meeting of the Shareholders of the corporation shall be vested in the holders of the Class "A" Voting Stock and every share of Class "A" Voting Stock shall have equal voting rights, i.e., one vote per share. The Board of Directors shall have the sole authority to determine the manner and method of declaring dividends on the issued stock, but must declare dividends equally on the Class "A" and Class "B" and common stock.**
- c) In the event of any dissolution or liquidation of the corporation, the assets and funds of the corporation shall be divided among and paid equally to the holders of the Class "A" and Class "B" Common Stock, Voting and Non-Voting, according to the number of shares of common stock held by them respectively.**
- d) The Class "B" Non-Voting shareholders shall be entitled to receive notice of and to attend and participate in the discussions at all Shareholders Meetings.**

10. CAPITAL STOCK (cont.)

- c) The Shareholders of the corporation are to be entitled to preemptive rights in the event of the issuance and sale of stock of the corporation or securities convertible into stock of the corporation and each shareholders of the corporation will be entitled to purchase the same proportion of such stock or securities to be sold by the corporation as the proportion of the stock owned by such stockholder bears to the total outstanding stock of the corporation at that time.**
- f) The Shareholders of the corporation at any duly constituted meeting may, by resolution having unanimous approval of all holders of stock outstanding and issued and recorded in writing in the minutes of a meeting, place such restrictions upon the transfer or encumbrance of the capital stock of the corporation as they deem advisable, so long as such restriction is reasonable and not an undue restraint or alienation of stock. At such meeting the shareholders may determine the method by which the restrictions upon transfer or encumbrance of the capital stock of the corporation may thereafter be rescinded or modified, and in the absence of such determination, such restrictions shall be rescinded or modified only by unanimous approval of all the shareholders at a meeting called for such purpose. All such restrictions on the transfer or encumbrance of a stock of this corporation shall be recorded on all certificates of stock in compliance with the laws of the State of Florida and shall be binding upon every shareholder, his, heirs, assigns and personal representatives.**

10. CAPITAL STOCK (cont.)

- g) The corporation may issue rights and options to purchase shares of common stock of the corporation to directors, officers or employees of the corporation or of any affiliate thereof, and no shareholder approval or ratification of any such issuance of rights and options shall be required.**
- h) In addition to common stock, the corporation may, for the purposes of financing, from time to time issue bonds with such rights, interest rates, payment schedules, face amounts and maturity dates as the Board of Directors may determine.**

11. PREEMPTIVE RIGHTS: The preemptive rights that are to be granted to the Stockholders are as follows:

- a) PREEMPTIVE AND PREFERENTIAL RIGHTS: Each shareholder or subscriber shall be entitled to full preemptive or preferential rights, as such rights have hereto fore been defined at common law, to purchase and/or subscribe for his or her proportionate part of any shares which may be issued at any time by this corporation.**
- b) SALE OR TRANSFER: Before there can be a valid sale or transfer of any of the shares of this corporation by the holders thereof, the holder of the shares to be sold or transferred shall first give notice in writing to the Secretary of this corporation of his/her intention to sell or transfer such shares. Such notice shall specify the number of shares to be sold or transferred, the price per share and terms upon which such holder intends to make such sale or transfer. The Secretary shall, within five days thereafter, mail or deliver a copy of such notice**

11. PREEMPTIVE RIGHTS, Section b) Sales or transfer (cont.)

to each of the other shareholders of record of this corporation. Such notice may be delivered to such shareholder personally or may be mailed to the last known address of such shareholder or shareholders as the same any appear on the books of the corporation. Within forty days after mailing or delivering these notices to such shareholders, any such shareholder or shareholder desiring to acquire any part or all of the shares referred to in that notice shall deliver by mail or otherwise to the Secretary of this corporation a written offer or offers to purchase a specified number of such shares at the price and upon the terms stated in that notice.

B1) If the total number of shares specified in such offers exceeds the number of shares referred to in the notice, each offering shareholder shall be entitled to purchase such proportion of the shares referred to in the notice as the number of shares of this corporation which he holds bears to the total number of shares held by all such shareholders desiring to purchase he shares referred to in the notice to the Secretary.

B2) If all the shares referred to in the notice to the Secretary are not disposed of under such appointment, each shareholder desiring to purchase shares in a number in excess of his/her proportionate share as provided above, shall be entitle to purchase such proportion of those shares which remain thus indisposed of, as the total number of shares which he holds bears to the total number of shares held by all the shareholders desiring to purchase shares in excess of those to which they are entitled under such appointment.

11. PREEMPTIVE RIGHTS (cont.)

B3) If none or only part of the shares referred to in the notice to the Secretary are purchased, as aforesaid, in accordance with offers made within the forty-day period, the shareholders desiring to sell or transfer may dispose of all shares of stock referred to in that notice not so purchased by other shareholders to any person or persons he/she may so desire, provided however, that he/she shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified in the notice to the Secretary.

B4) Any sale or transfer, or purported sale or transfer, of the shares of this corporation shall be null and void unless the terms, conditions prescribed by these bylaws or buy-and-sell agreements signed by the shareholders are strictly observed and followed.

C) WRITTEN CONSENT: No sale, lease, conveyance, transfer, exchange or other disposition of all, or substantially all, of the property and assets of this corporation, and no mortgage, deed, trust, pledge or hypothecation of all or substantially all of the property, real or personal of this corporation shall be made unless approved by the vote or written consent of the shareholders entitled to exercise a majority of the voting power of this corporation.

D) NEW ISSUES OF STOCK: As long as the original incorporators own stock in the corporation, it shall not issue new stock unless all incorporators approve the issue.

11. PREEMPTIVE RIGHTS (cont.)

E) ENDORSEMENT OF STOCK CERTIFICATES. Upon the issuance of shares, each certificate of Capital Stock in the corporation shall be endorsed as follows.

NOTICE IS HEREBY GIVEN that the redemption, sale, assignment, transfer, pledge or other disposition of the shares of Capital Stock represented by this certificate are subject to certain restrictions which are set forth in the Articles of Incorporation and the Bylaws of this Corporation, copies of which are on file in the office of the Secretary of the Corporation, and the Corporation will furnish upon request and without charge a list of designations, preferences, limitations and relative rights.

F) ALL STOCK OF THE CORPORATION SHALL BE SUBJECT TO THESE RESTRICITONS AND HAVE ENDORSED THEREON THE APPROPRIATE NOTICE CONTAINED IN THIS PARAGRAPH.

G) OTHER PREEMPTIVE RIGHTS: The other preemptive rights adopted by this corporation are as follows:

NONE

12. OTHER PROVISIONS: Any other provisions shall be as follows:

a) DEALINGS BY DIRECTORS: No contract or other transaction between the corporation and any other corporation, whether or not a majority of

12. OTHER PROVISIONS a) Dealings by Directors (cont.)

the shares of the capital stock of such other corporation, whether or not a majority of the shares of the capital stock of such other corporation is owned by this corporation and no act of the corporation shall be in any way affected or invalidated by the fact that any of the directors of this corporation are pecuniary or otherwise interested in, or are directors or officers of, such other corporation: any directors individually or any firm of which such director may be a member, may be a party to or may be pecuniary or otherwise interested in any contract or transaction of this corporation, provided that the fact that he/she or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof; and any director of the corporation who is also a director or officer of such other corporation or who is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation which shall authorize such contract or transaction, and may vote thereat to authorize such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

b) INDEMNIFICATION OF DIRECTORS; LIMITATION: No Directors of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided however, that this Article shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of

12. OTHER PROVISIONS (cont.)

b) loyalty to the corporation or its shareholders: (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law: © for authorizing the unlawful payment of a dividend or other distribution on the corporation's capital stock or the unlawful purchase of its capital stock; (d) a violation of Conflict of Interest Laws; or (e) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date on which this Article becomes effective.

c) INDEMNIFICATION OF OFFICERS, EMPLOYEES, AGENTS:

Subject to the provisions of this Article, the corporation shall indemnify any and all of its existing and former officers, employees and agents against all expenses incurred by them and each of them. Including but not limited to legal fees, judgments penalties and amounts paid in settlement or compromise, which may arise or be incurred, rendered or levied in any legal action brought or threatened against them for or on account of any actions or omission alleged to have been committed while acting within the scope of employment as officer, employee, or agent of the corporation, whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the corporation whether the legal action brought or threatened is by or in the right of the corporation or by any other person.

**12. OTHER PROVISIONS: © INDEMNIFICATION OF OFFICERS,
EMPLOYEES, AGENTS (cont.)**

Whenever any existing or former officer, employee or agent shall report to the president of the corporation or the Chairman of the Board of Directors that he/she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her employment as an officer, employee or agent of the corporation, the board of Directors shall, at its next regular meeting or at a special meeting held within reasonable time thereafter, determine in good faith whether or not, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent.

If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein: provided however, that no such indemnification shall be available with respect to liabilities or under the Securities Act of 1933 and provided further that the corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation, at its own expense and through counsel of its own choosing, to defend him or her in the action.

d) MISCELLANEOUS PROVISIONS:

NONE

13. ADDITIONAL ARTICLES: The corporation adopts the following additional articles, as required by the laws of the State of Florida:

NONE

14. STATUTORY AGENT VERIFICATION: Having been designated to act as Statutory Agent, I hereby consent to act in that capacity until removed or until my resignation is submitted in accordance with the laws of the State of Florida.

The Statutory Agent can be reach at the following address:

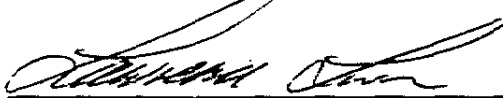
Caloosehatche Tax & Financial service Inc

Suite D

1008N.E. 7th Terrace

Cape Coral, Florida 33909

Dated: 1/13/05



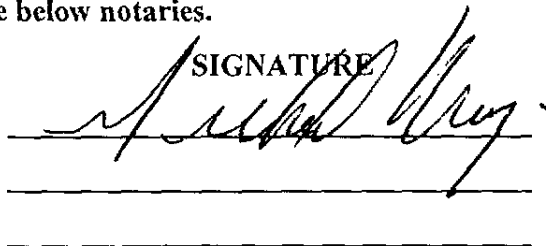
Signature of Statutory Agent

IN WITNESS WHEREOF, the following incorporators have signed these Articles of Incorporation, have read the foregoing, affirm and believe all statements to be true and subscribe and swear to this before the below notaries.

PRINTED NAME

Michael Venezia

SIGNATURE



STATE OF FLORIDA

COUNTY OF LEE

ACKNOWLEDGEMENT: On this date, before me, a Notary Public, personally appeared: _____, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

DATE OF ACKNOWLEDGEMENT: _____

SIGNATURE OF NOTARY: _____

MY COMMISSION EXPIRES: _____

STATE OF FLORIDA

COUNTY OF LEE

ACKNOWLEDGEMENT: On this date, before me, a Notary Public, personally appeared: _____, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal name and in the capacity indicated.

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