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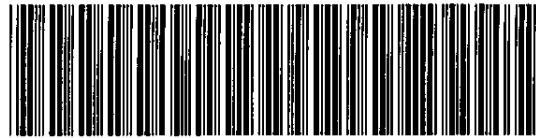
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NBC

Robert H. Bonanno

Attorney at Law

16017 N. Florida Ave., Suite 101 ⇔ Lutz, Florida 33549

March 16, 2007

Florida Department of State
Divisions of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re.: Roof Design Centers of America – Mobile, LLC, a Florida corporation's merger into Roof Design Centers of America, Inc., a Florida corporation.

Dear Sir/Madam:

Enclosed for filing are Articles of Merger of Roof Design Centers of America – Mobile, LLC with and into Roof Design Centers of America, Inc. A check in the amount of \$70.00 is enclosed, representing your filing fee.

Thank you for your assistance. Please feel free to contact me if you have any questions regarding this filing.

Very truly yours,



Robert H. Bonanno,

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Roof Design Centers of America, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Robert H. Bonanno, Esq.
(Contact Person)

Suncoast Roofers Supply, Inc.
(Firm/Company)

501 N. Reo Street
(Address)

Tampa, Florida 33609
(City/State and Zip Code)

For further information concerning this matter, please call:

Robert H. Bonanno At (813) 383-0050 x170
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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ARTICLES OF MERGER
OF
ROOF DESIGN CENTERS OF AMERICA -
MOBILE, LLC
WITH AND INTO
ROOF DESIGN CENTERS OF AMERICA,
INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AND
ARTICLES OF AMENDMENT
ROOF DESIGN CENTERS OF AMERICA,
INC.

PO6-58088

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging ROOF DESIGN CENTERS OF AMERICA - MOBILE, LLC with and into ROOF DESIGN CENTERS OF AMERICA, INC., as well as the following amendment to the Articles of Incorporation of ROOF DESIGN CENTERS OF AMERICA, INC. to facilitate such merger:

1. Article III of the Articles of Incorporation of ROOF DESIGN CENTERS OF AMERICA, INC. is amended to read as set forth below. Except as set forth below, the Articles of Incorporation of ROOF DESIGN CENTERS OF AMERICA, INC. shall continue in full force as the Articles of Incorporation of ROOF DESIGN CENTERS OF AMERICA, INC. until further amended, altered, or repealed as provided in such Articles or as provided by law:

ARTICLE III
CAPITAL STOCK

The authorized capital stock of the Corporation shall be 1,000 shares of common stock.

2. The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Florida Business Corporation Act:

(a) ROOF DESIGN CENTERS OF AMERICA - MOBILE, LLC ("Merging Corporation") shall merge with and into ROOF DESIGN CENTERS OF AMERICA, INC. ("Surviving Corporation"). ROOF DESIGN CENTERS OF AMERICA, INC. shall be the surviving corporation.

(b) The name of the surviving corporation shall be ROOF DESIGN CENTERS OF AMERICA, INC.

(c) Upon the effective date of the merger, the separate corporate existence of Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation 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, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Merging Corporation, as well as with the assets of Surviving Corporation.

(e) The shareholders of Surviving Corporation will retain their shares as shares of the Surviving Corporation. The shareholders of Merging Corporation will surrender all of their shares to the Surviving Corporation. In exchange for the shares of Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer shares of the Surviving Corporation on the estimated basis of 1 share of the common stock of the Surviving Corporation for each full share of stock of the Merging Corporation, which exchange ratio shall be subject to adjustment so that the ratio which the number of shares of the Surviving Corporation issued to shareholders of the Merging Corporation bears to the number of shares of the Surviving Corporation outstanding after the merger (including those shares issued to shareholders of the Merging Corporation) will be as nearly equal as possible to the ratio which the net worth of the Merging Corporation immediately prior to the merger bears to the total combined post-merger net worth of the Surviving Corporation immediately after the merger.

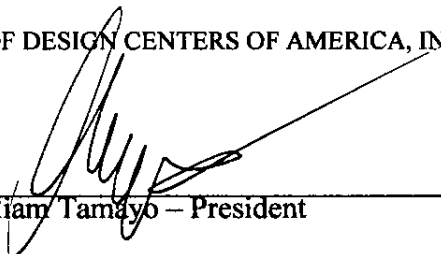
(f) The effective date of the merger shall be May 1, 2007.

3. The Plan of Merger was adopted by the shareholders of both corporations by unanimous written consent on January 1, 2007, and the amendment to the Articles of Incorporation was adopted by the shareholders of ROOF DESIGN CENTERS OF

AMERICA, INC. by unanimous consent on January 1, 2007.

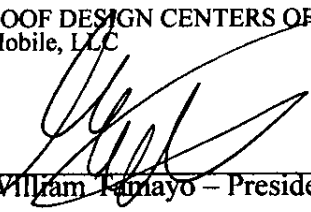
Dated this 1st day of January, 2007.

ROOF DESIGN CENTERS OF AMERICA, INC.



William Tamayo – President

ROOF DESIGN CENTERS OF AMERICA -
Mobile, LLC



William Tamayo – President

**PLAN AND AGREEMENT OF MERGER
OF
ROOF DESIGN CENTERS OF AMERICA - MOBILE, LLC
WITH AND INTO
ROOF DESIGN CENTERS OF AMERICA, INC.**

This plan and agreement of merger (the "Agreement") is made and entered into between ROOF DESIGN CENTERS OF AMERICA - MOBILE, LLC, a Florida corporation (the "Merging Corporation"), and ROOF DESIGN CENTERS OF AMERICA, INC., a Florida corporation (the "Surviving Corporation").

ARTICLE 1. PLAN OF MERGER

1.01. **The Plan.** A plan of merger of ROOF DESIGN CENTERS OF AMERICA - MOBILE, LLC ("Merging Corporation") and ROOF DESIGN CENTERS OF AMERICA, INC. ("Surviving Corporation"), pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Merging Corporation shall be merged with and into Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be ROOF DESIGN CENTERS OF AMERICA, INC.

(c) When this Agreement shall become effective, the separate corporate existence of Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation 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, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Merging Corporation, as well as with the assets of Surviving Corporation.

(e) The shareholders of Merging Corporation will surrender all of their shares in the manner hereinafter set forth. In exchange for the shares of Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock. The Surviving Corporation will amend its Articles of Incorporation as set forth in Subparagraph (g)(1) below to provide for issuance of the shares of common stock to be used in the exchange.

(f) The shareholders of Surviving Corporation will retain their shares as shares of the Surviving Corporation.

(g) (1) Article III of the Articles of Incorporation of Surviving Corporation is amended to read as follows:

**ARTICLE III
CAPITAL STOCK**

The authorized capital stock of the Corporation shall be 1,000 shares of common stock.

(2) Except as amended in Subparagraph (g)(1), the Articles of Incorporation of Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

1.02. **Effective Date.** The effective date of the merger shall be May 1, 2007.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01. Each of the Merging Corporation and the Surviving Corporation acknowledge that they are under common control, having the same persons serving as officers and directors and/or owning all of the outstanding stock of the corporation. Inasmuch as each of these persons is active in the business and management of each corporation and as a result is knowledgeable about each corporation's respective business, financial condition, assets and the validity of title thereof, debts, liabilities, contingent liabilities, future prospects, books and records, contracts, employee and officer compensation, corporate organizational documents and minutes of directors and shareholders meetings, capitalization and capital structure and pending or threatened legal actions, each constituent corporation acknowledges that there is no need for either corporation to make representations and warranties to the other; and no representations and warranties are made by either corporation to the other.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01. **Conduct of Business Pending Effective Date.** Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of the other, neither constituent corporation will, pending consummation of the merger:

- (a) Declare or pay any dividend or make any other distribution on its shares;
- (b) Create or issue any indebtedness for borrowed money;
- (c) Issue any stock; or
- (d) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02. **Shareholder Approval.** This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

3.03. **Conditions.** Except as may be expressly waived in writing by the other constituent corporation, all of the obligations of either constituent corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the other constituent corporation:

(a) 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.

(b) There shall have been no material adverse change in the business, financial condition, or future prospects of either constituent corporation.

ARTICLE 4. CONVERSION OF SHARES

4.01. **Surrender of Shares.** The holders of shares of Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

4.02. **Issuance of Shares.**

(a) The shareholders of Merging Corporation shall be entitled to receive collectively approximately an equivalent number of shares of common stock of the Surviving Corporation, each of \$1.00 par value, to be distributed on the basis of 1 share for each share of common stock of Merging Corporation. No fractional shares of common stock of Surviving Corporation shall be issued.

(b) The exchange ratio set forth in Subparagraph (a) immediately above is based on the estimated pre-merger net worth of each constituent corporation. The net worth of each of the constituent corporations shall be determined as of May 1, 2007, the Effective Date. To the extent that such net worths vary from that estimated in calculating the numbers in Paragraph (a), the exchange ratio set forth in Paragraph (a) shall be correspondingly adjusted so that the ratio of the number of shares of the Surviving Corporation issued to the shareholders of the Merging Corporation to the number of shares of the Surviving Corporation outstanding after the merger (including those shares issued to shareholders of the Merging Corporation) will be as nearly equal as possible to the ratio of the net worth of the Merging Corporation immediately prior to the merger to the total combined post-merger net worth of Surviving Corporation immediately after the merger. The net worth and the percentage contribution of each constituent corporation to the combined post-merger net worth contemplated by this subparagraph (b) shall be performed by the regular accountant for each constituent corporation and shall be conclusive and binding on the parties.

4.03. **Outstanding Stock of Surviving Corporation.** The currently outstanding 1,000 shares of common stock of Surviving Corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

5.01. **Directors.** The present Board of Directors of Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.02. **Officers.** All persons who as of the Effective Date of the merger shall be executive or administrative officers of Surviving Corporation shall remain as officers of Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise.

The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

6.01. The bylaws of Surviving Corporation, 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.

ARTICLE 7. TERMINATION

7.01. 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 becoming effective, notwithstanding the approval of the shareholders of either of the constituent corporations;

(a) By mutual consent of the Board of Directors of the constituent corporations; or

(b) At the election of the Board of Directors of either constituent corporation if:

(1) 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.

(2) 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.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) 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.

(c) At the election of the Board of Directors of either constituent corporation, if without prior consent in writing of the other constituent corporation, shall have:

(1) Declared or paid any dividend or made any other distribution on its shares;

(2) Created or issued any indebtedness for borrowed money;

(3) Issued any stock; or

(4). Entered into any transaction other than those contemplated by Paragraph 3.01 or involved in carrying on its business in the usual manner.

7.02. If an election is made to terminate this Agreement and abandon the merger:

(a) 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.

(b) On the giving of notice as provided in Subparagraph (a), 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.

ARTICLE 8. MISCELLANEOUS

8.01. **Further Assurances.** Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

8.02. **Entire Agreement.** This Agreement contains 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.

8.03. **Survival of Warranties.** All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Merging Corporation or Surviving Corporation 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 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.

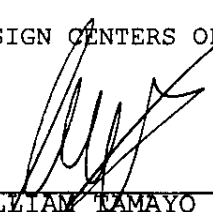
8.04. **Expenses.** Surviving Corporation will cause to be paid all expenses in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including, without limitation, all fees and expenses of counsel and accountants. However, if the transactions contemplated by this Agreement are not consummated, the Merging Corporation and Surviving Corporation shall pay such expenses as they may then determine.

8.05. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on the 11th day of April, 2007.

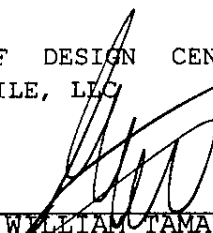
ROOF DESIGN CENTERS OF AMERICA, INC.

By:


WILLIAM TAMAYO
President

ROOF DESIGN CENTERS OF AMERICA -
MOBILE, LLC

By:


WILLIAM TAMAYO
President

ATTEST:



Secretary



Secretary

[SEAL]

"SURVIVING CORPORATION"

[SEAL]

"MERGING CORPORATION"

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