

P95000097501

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Division of Corporations  
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DIVISION OF CORPORATIONS

## MERGER OR SHARE EXCHANGE

## WESTERN TRADE CORPORATION

Certificate of Status	0
Certified Copy	1
Page Count	27
Estimated Charge	\$78.75

Merger  
4/19/00-21  
28

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

April 20, 2000

WESTERN TRADE CORPORATION  
215 N. 4TH STREET  
JEANNETTE, FL 15644

SUBJECT: WESTERN TRADE CORPORATION  
REF: P95000097501

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please include the exhibit(s) referred to in your document.

ANNEX B AND ANNEX C ARE MENTIONED WITHIN THE PLAN AS BEING ATTACHED. THESE COPIES OF THE ARTICLE OF INCORPORATION AND OF THE BYLAWS ARE NOT NECESSARY TO THE FILING OF THE MERGER. HOWEVER, WHEN MENTIONED AS BEING ATTACHED, THEY MUST BE ATTACHED. PLEASE EITHER ALTER THIS WORDING OR SUBMIT THESE ADDITIONAL DOCUMENTS.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson  
Corporate Specialist

FAX Aud. #: H000000018098  
Letter Number: 200A00021714

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

WESTERN TRADE MERGER CORPORATION, a Florida corporation, document  
number P00000038632

INTO

**WESTERN TRADE CORPORATION**, a Florida entity, P95000097501

File date: April 19, 2000

Corporate Specialist: Karen Gibson

Fax Audit No. H00000018098

ARTICLES OF MERGER  
OF  
WESTERN TRADE MERGER CORPORATION  
WITH AND INTO  
WESTERN TRADE CORPORATION

FILED  
00 APR 19 PM 4:20  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE


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 Western Trade Merger Corporation into Western Trade Corporation and certify as follows:

1. The name and state of incorporation of each corporation that is a party to the merger is:  


NAME	STATE
Western Trade Merger Corporation	Florida
Western Trade Corporation	Florida
2. The surviving corporation of the merger is Western Trade Corporation.
3. A Plan of Merger, attached hereto as Exhibit A, was approved by the directors and shareholders of each such corporation on April 18, 2000.
4. The surviving corporation will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and franchise taxes if the same are not timely paid.
5. The merger will become effective on April 19, 2000, at 10:00 a.m. in accordance with the provisions of Section 607.1105 of the Florida Business Corporation Act.

Date: April 18, 2000

WESTERN TRADE MERGER CORPORATION

By   
Name: Edward Kimmel  
Title: President

WESTERN TRADE CORPORATION

By   
Name: Edward Kimmel  
Title: President

FROM WHITE & CASE LLP

(WED) 4.19'00 14:35/ST. 14:34/NO. 4861268091 P 4

Fax Audit No. H00000018098

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

WESTERN TRADE HOLDINGS CORPORATION,

WESTERN TRADE CORPORATION

AND

WESTERN TRADE MERGER CORPORATION

Dated as of April 18, 2000

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of April 18, 2000 (this "Agreement"), by and among Western Trade Holdings Corporation, a Florida corporation ("Holdings"), Western Trade Corporation, a Florida corporation (the "Company") and Western Trade Merger Corporation, a Florida corporation which is a wholly-owned subsidiary of Holdings and an affiliate of the Company ("Merger Sub").

WHEREAS, pursuant to the terms of a Settlement Agreement dated as of June 3, 1999 (the "Settlement Agreement"), the Company is required to distribute to its shareholders all shares of Stamford International Inc. ("Stamford") held by the Company and, in connection therewith, to implement certain transfer restrictions on the transfer of such Stamford shares; and

WHEREAS, such distribution of shares of Stamford, under the existing corporate and ownership structure of the Company, would result in substantial adverse tax consequences to the Company and the shareholders of the Company; and

WHEREAS, the Company has proposed alternative arrangements to such distribution, consistent with the purposes of the Settlement Agreement, to the other parties to the Settlement Agreement, but such other parties have declined to consider such arrangements;

WHEREAS, in view of the foregoing and in order to comply with the Settlement Agreement and to avoid such adverse tax consequences, the Board of Directors of the Company has determined that a reorganization of the Company's corporate and ownership structure (the "Reorganization") is in the best interests of the Company and its shareholders; and

WHEREAS, as part of the Reorganization, the Company has made a distribution of all shares of Holdings held by the Company to the Company's shareholders; and

WHEREAS, as part of the Reorganization, the respective Boards of Directors of Holdings, the Company and Merger Sub have approved the merger of Merger Sub with and into the Company (the "Merger"), pursuant to and subject to the terms and conditions of this Agreement; and

WHEREAS, in consideration for the avoidance of adverse tax consequences and compliance with the Settlement Agreement, the shareholders of the Company have approved the Merger, this Agreement and the transactions contemplated hereby; and

WHEREAS, following the Reorganization, (i) the Company will be a wholly-owned subsidiary of Holdings, (ii) the existing shareholders of the Company will be the shareholders of Holdings, and (iii) the shares of Holdings will be placed in escrow and will be subject to significant transfer restrictions in order to carry out the purposes of the Settlement Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### THE MERGER AND RELATED MATTERS

1.1 The Merger. (a) Subject to the terms and conditions of this Agreement, at the time of the Closing (as defined in Section 1.9 hereof), articles of merger (the "Articles of Merger") shall be duly prepared, executed and acknowledged by the Company and Merger Sub in accordance with the Florida Business Corporation Act ("BCA") and shall be filed on the Closing Date (as defined in Section 1.9 hereof). The Merger shall become effective upon the filing of the Certificate of Merger with the Department of State of the State of Florida in accordance with the provisions and requirements of the BCA. The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."

(b) At the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation under the laws of the State of Florida under the name of "Western Trade Corporation" (the "Surviving Corporation").

(c) From and after the Effective Time, the Merger shall have the effects set forth in Section 1106 of the BCA.

#### 1.2 Conversion of Stock. At the Effective Time:

(a) Each share of common stock, par value \$.001 per share, of the Company ("Common Stock") then issued and outstanding (other than shares of Common Stock held by Dissenting Stockholders, as defined in Section 1.3 hereof) shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and the holder thereof shall not be entitled to receive any payment with respect thereto; and

(b) Each share of common stock, par value \$.001 per share, of Merger Sub then issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, become one fully paid and nonassessable share of common stock, \$.001 par value per share, of the Surviving Corporation; and

(c) The shares of common stock, par value \$.001 per share, of Holdings ("Holdings Stock") shall be subject to the transfer restrictions set forth in, and certificates representing Holdings Stock shall bear, the legend set forth in Annex A hereto, and Holdings shall establish as promptly as possible escrow arrangements for Holdings Stock and shall instruct its transfer agent to register transfers of Holdings Stock only in accordance with such restrictions.

1.3 Dissenting Stock. Notwithstanding anything in this Agreement to the contrary but only to the extent required by the BCA, shares of Common Stock that are issued and outstanding immediately prior to the Effective Time and are held by holders of Common Stock who comply with all the provisions of the BCA concerning the right of holders of Common Stock to dissent from the Merger and require appraisal of their shares of Common Stock ("Dissenting Stockholders") shall not be canceled but shall convert into the right to receive such consideration as may be determined to be due such Dissenting Stockholder pursuant to the BCA; provided, however, that (i) if any Dissenting Stockholder shall subsequently deliver a written withdrawal of his or her demand for appraisal (with the written approval of the Surviving Corporation, if such withdrawal is not tendered within 60 days after the Effective Time or is otherwise required by the BCA), or (ii) if any Dissenting Stockholder fails to establish and perfect his or her entitlement to appraisal rights as provided by applicable law, or (iii) if within 120 days of the Effective Time neither any Dissenting Stockholder nor the Surviving Corporation has filed a petition demanding a determination of the value of all shares of Common Stock outstanding at the Effective Time and held by Dissenting Stockholders in accordance with applicable law, then such Dissenting Stockholder or Stockholders, as the case may be, shall forfeit the right to appraisal of such shares and such shares shall thereupon be deemed to have been canceled as of the Effective Time. The Company shall give Holdings (A) prompt notice of any written demands for appraisal, withdrawals of demands for appraisal and any other related instruments received by the Company, and (B) the opportunity to direct all negotiations and proceedings with respect to demands for appraisal. The Company will not voluntarily make any payment with respect to any demands for appraisal and will not, except with the prior written consent of Holdings, settle or offer to settle any such demand.

1.4 Surrender of Certificates. (a) As soon as practicable after the Effective Time, the Surviving Corporation shall cause its transfer agent and registrar (the "Transfer Agent") to mail and/or make available to each holder of a certificate theretofore evidencing shares of Common Stock a notice advising such holder of the effectiveness of the Merger and the procedure for surrendering to the Transfer Agent such certificate or certificates which immediately prior to the Effective Time represented outstanding Common Stock (the "Certificates") for cancellation.

1.5 No Further Rights of Transfers. At and after the Effective Time, each holder of a Certificate shall cease to have any rights as a stockholder of the Company, except, in the case of a Dissenting Stockholder, to perfect his or her right to receive payment for his or her shares pursuant to the BCA if such holder has validly perfected and not withdrawn his or her right to receive payment for his or her shares, and no transfer of shares of Common Stock shall be made on the stock transfer books of the Surviving Corporation. Certificates presented to the Surviving Corporation after the Effective Time shall be canceled. As and from the close of business on the day of the Effective Time the stock ledger of the Company with respect to Common Stock shall be closed.

1.6 Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of the Company, as in effect immediately prior to the Effective Time and attached as Annex B, shall be the Articles of Incorporation of the Surviving Corporation.



1.7 By-Laws of the Surviving Corporation. The By-Laws of the Company, as in effect immediately prior to the Effective Time and attached as Annex C, shall be the By-Laws of the Surviving Corporation.

1.8 Directors and Officers of the Surviving Corporation. At the Effective Time, the directors of the Company immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation, until the next annual stockholders' meeting of the Surviving Corporation and until their respective successors shall be duly elected or appointed and qualified. At the Effective Time, the officers of the Company immediately prior to the Effective Time shall, subject to the applicable provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation, be the officers of the Surviving Corporation until their respective successors shall be duly elected or appointed and qualified.

1.9 Closing. The closing of the Merger (the "Closing") shall take place at such time and place as Holdings and the Company shall mutually agree (the "Closing Date").

## ARTICLE II

### TERMINATION AND ABANDONMENT

2.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned, at any time prior to the Effective Time, whether before or after approval of the Merger by the Company's stockholders by mutual consent of the Company, on the one hand, and of Holdings and Merger Sub, on the other hand.

2.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 2.1 hereof, this Agreement shall become void and have no effect, and there shall be no liability hereunder on the part of Holdings, Merger Sub or the Company.

## ARTICLE III

### MISCELLANEOUS

3.1 Fees and Expenses. All costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby shall be paid by the Company.

3.2 Entire Agreement. This Agreement and the exhibits, schedules and other documents referred to herein or delivered pursuant hereto, collectively contain the entire understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior agreements and understandings, oral and written, with respect thereto.

3.3 Binding Effect; Benefit; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted

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assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Nothing in this Agreement, expressed or implied, is intended to confer on any Person (as defined herein) other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

3.4 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in writing by the parties hereto in any and all respects before the Effective Time (notwithstanding any stockholder approval), by action taken by the respective Boards of Directors of Holdings, Merger Sub and the Company or by the respective officers authorized by such Boards of Directors, provided, however, that after any such stockholder approval, no amendment shall be made which by law requires further approval by such stockholders without such further approval.

3.5 Headings. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

3.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

3.7 Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof.

3.8 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

3.9 "Person" Defined. "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a group and a government or other department or agency thereof.

Annex A

LEGEND FOR HOLDINGS STOCK CERTIFICATES

"THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SHARES MAY BE SOLD, CONVEYED OR OTHERWISE TRANSFERRED ONLY PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND IN EACH CASE IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THE SHARES OF COMMON STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, CONVEYED OR OTHERWISE TRANSFERRED UNTIL SUCH TIME AS EACH OF WESTERN TRADE HOLDINGS CORPORATION, WESTERN TRADE CORPORATION AND ANY AFFILIATED ENTITY NO LONGER HOLD SHARES OF STAMFORD INTERNATIONAL, INC., NANOVAION TECHNOLOGIES, INC. OR NANOCAN HOLDINGS, INC."

FROM WHITE & CASE LLP  
FROM WHITE & CASE LLP DC

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ANNEX B

## ARTICLES OF AMENDMENT TO WESTERN TRADE CORPORATION

THE UNDERSIGNED, being the sole director and president of WESTERN TRADE CORPORATION, does hereby amend the Articles of Incorporation of WESTERN TRADE CORPORATION effective as of July 29, 1998 as follows:

### ARTICLE I CORPORATE NAME.

The name of the Corporation shall be WESTERN TRADE CORPORATION.

### ARTICLE II PURPOSE

The Corporation shall be organized for any and all purposes authorized under the laws of the state of Florida.

### ARTICLE III PERIOD OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

### ARTICLE IV SHARES

The capital stock of this corporation shall consist of 50,000,000 shares of common stock, \$.001 par value.

### ARTICLE V PLACE OF BUSINESS

The address of the principal place of business of this corporation in the State of Florida shall be One Biscayne Tower, Suite 3750, Miami, FL 33131. The Board of Directors may at any time and from time to time move the principal office of this corporation.

### ARTICLE VI DIRECTORS AND OFFICERS

The business of this corporation shall be managed by its Board of Directors. The number of such directors shall be not be less than one (1) and, subject to such minimum may be increased or decreased from time to time in the manner provided in the By-Laws.

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## **ARTICLE VII DENIAL OF PREEMPTIVE RIGHTS**

No shareholder shall have any right to acquire shares or other securities of the Corporation except to the extent such right may be granted by an amendment to these Articles of Incorporation or by a resolution of the board of Directors.

## **ARTICLE VIII AMENDMENT OF BYLAWS**

Anything in these Articles of Incorporation, the Bylaws, or the Florida Corporation Act notwithstanding, bylaws shall not be adopted, modified, amended or repealed by the shareholders of the Corporation except upon the affirmative vote of a simple majority vote of the holders of all the issued and outstanding shares of the corporation entitled to vote thereon.

## **ARTICLE IX SHAREHOLDERS**

**9.1. Inspection of Books.** The board of directors shall make reasonable rules to determine at what times and places and under what conditions the books of the Corporation shall be open to inspection by shareholders or a duly appointed representative of a shareholder.

**9.2. Control Share Acquisition.** The provisions relating to any control share acquisition as contained in Florida Statutes now, or hereinafter amended, and any successor provision shall not apply to the Corporation.

**9.3. Quorum.** The holders of shares entitled to one-third of the votes at a meeting of shareholder's shall constitute a quorum.

**9.4. Required Vote.** Acts of shareholders shall require the approval of holders of 50.01% of the outstanding votes of shareholders.

## **ARTICLE X LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS**

To the fullest extent permitted by law, no director or officer of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any duty owed to the Corporation or its shareholders. In addition, the Corporation shall have the power, in its By-Laws or in any resolution of its stockholders or directors, to undertake to indemnify the officers and directors of this corporation against any contingency or peril as may be determined to be in the best interests of this corporation, and in conjunction

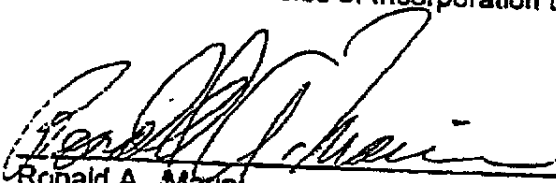
therewith, to procure, at this corporation's expense, policies of insurance.

## ARTICLE XI CONTRACTS

No contract or other transaction between this corporation and any person, firm or corporation shall be affected by the fact that any officer or director of this corporation is such other party or is, or at some time in the future becomes, an officer, director or partner of such other contracting party, or has now or hereafter a direct or indirect interest in such contract.

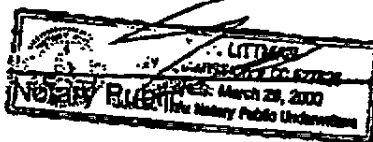
I hereby certify that the following was adopted by a majority vote of the shareholders and directors of the corporation on July 30, 1998 and that the number of votes cast was sufficient for approval.

IN WITNESS WHEREOF, I have hereunto subscribed to and executed this Amendment to Articles of Incorporation this on July 30, 1998.

  
Ronald A. Marini,  
President

The foregoing instrument was acknowledged before me on July 30, 1998, by Ronald A. Marini, who is personally known to me.

My commission expires:



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*Please include  
All info below.  
Rg*

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## ARTICLES OF INCORPORATION OF WESTERN TRADE CORPORATION

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The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 807 of the Florida Statutes.

### ARTICLE 1 - NAME

The name of the Corporation is **WESTERN TRADE CORPORATION**, (hereinafter, "Corporation").

### ARTICLE 2 - PURPOSE OF CORPORATION

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

### ARTICLE 3 - PRINCIPAL OFFICE

The address of the principal office of this Corporation is 343 Almeria Avenue, Coral Gables, Florida 33134.

### ARTICLE 4 - INCORPORATOR

The name and street address of the incorporator of this Corporation is:

Elsie Sanchez  
343 Almeria Avenue  
Coral Gables, Florida 33134

### ARTICLE 5 - MAILING ADDRESS

The mailing address of the Corporation shall be 343 Almeria Avenue, Coral Gables, Florida 33134.



343 ALMERIA AVENUE / CORAL GABLES, FL. 33134 / TELEPHONE (305) 445-2700 / (800) 475-7970 / FACSIMILE (305) 447-2900  
MAILING ADDRESS: POST OFFICE BOX 144679 / CORAL GABLES, FL. 33114-4679

#### **ARTICLE 6 - CORPORATE CAPITALIZATION**

6.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is SEVEN THOUSAND FIVE HUNDRED (7,500) shares of common stock, each share having the par value of ONE DOLLAR (\$1.00).

6.2 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

6.3 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

6.4 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

#### **ARTICLE 7 - POWERS OF CORPORATION**

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

#### **ARTICLE 8 - TERM OF EXISTENCE**

This Corporation shall have perpetual existence.

#### **ARTICLE 9 - REGISTERED OWNER(S)**

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.



34) ALABAMA AVENUE - CLEVELAND, OHIO, FL 33134 - (954) 465-2700 - (954) 605-7900 - FACSIMILE (954) 467-5900  
MAIN ONE ALABAMA - FIRST OFFICE BOX 14477, CLEVELAND, OHIO, FL 33114-2477



#### ARTICLE 10 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Corporation is The Law Firm of Lawrence J. Spiegel, Chartered doing business as AmeriLawyer®, located at 343 Almeria Avenue, Coral Gables, Florida 33134. The name and address of the registered agent of this Corporation is The Law Firm of Lawrence J. Spiegel, Chartered doing business as AmeriLawyer®, 343 Almeria Avenue, Coral Gables, Florida 33134.

#### ARTICLE 11 - BYLAWS

The Board of Director(s) of the Corporation shall have power, without the vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

#### ARTICLE 12 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

#### ARTICLE 13 - AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.

*Marti, Vivian*



343 Almeria Avenue • Coral Gables, FL 33134 • (305) 445-2100 • (FAX) (305) 445-2101 • Fort Lauderdale (954) 447-9999  
Main Office Address • Post Office Box 166479, Coral Gables, FL 33116-4679

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged  
and filed the foregoing Articles of Incorporation under the laws of the State of Florida,  
this DEC 26 1999

  
Eric Sanchez, Incorporator

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION**

The Law Firm of Lawrence J. Spiegel, Chartered doing business as  
AmeriLawyer®, having a business office identical with the registered office of the  
Corporation name above, and having been designated as the Registered Agent in the  
above and foregoing Articles of Incorporation, is familiar with and accepts the  
obligations of the position of Registered Agent under Section 807.0505, Florida  
Statutes.

The Law Firm Of Lawrence J. Spiegel,  
Chartered doing business as  
AmeriLawyer®

By:   
Lawrence J. Spiegel, President



141 Alameda Avenue • Coral Gables, FL 33134 • OFFICE: (305) 441-7700 • (800) 441-7700 • FAX: (305) 447-9000  
Miami Address • Post Office Box 1-6779, Coral Gables, FL 33166-6779

ANNEX C

**BY-LAWS**  
**of**  
**WESTERN TRADE CORPORATION**

**ARTICLE I. MEETINGS OF SHAREHOLDERS**

**Section 1. Annual Meeting.** The annual meeting of the shareholders of this corporation shall be held on the 30th day of June of each year or at such other time and place designated by the Board of Directors of the corporation. Business transacted at the annual meeting shall include the election of directors of the corporation. If the designated day shall fall on a Sunday or legal holiday, then the meeting shall be held on the first business day thereafter.

**Section 2. Special Meetings.** Special meetings of the shareholders shall be held when directed by the President or the Board of Directors, or when requested in writing by the holders of not less than 10% of all the shares entitled to vote at the meeting. A meeting requested by shareholders shall be called for a date not less than 3 nor more than 30 days after the request is made, unless the shareholders requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or shareholders requesting the meeting shall designate another person to do so.

**Section 3. Place.** Meetings of shareholders shall be held at the principal place of business of the corporation or at such other place as may be designated by the Board of

Directors.

Section 4. Notice. Written notice stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 3 nor more than 30 days before the meeting, either personally or by first class mail, or by the direction of the President, the Secretary or the officer or persons calling the meeting to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 5. Notice of Adjourned Meeting. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this Article to each shareholder of record on a new record date entitled to vote at such meeting.

Section 6. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders unless otherwise provided by law.

Section 7. Voting of Shares. Each outstanding share shall be entitled to one vote

on each matter submitted to a vote at a meeting of shareholders.

Section 8. Proxies. A shareholder may vote either in person or by proxy executed in writing by the shareholder or his duly authorized attorney-in-fact. No proxy shall be valid after the duration of 11 months from the date thereof unless otherwise provided in the proxy.

Section 9. Action by Shareholders Without a Meeting. Any action required by law or authorized by these by-laws or the Articles of Incorporation of this corporation or taken or to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

## ARTICLE II. DIRECTORS

Section 1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors.

Section 2. Qualification. Directors need not be residents of this state or shareholders of this corporation.

Section 3. Compensation. The Board of Directors shall have authority to fix the compensation of directors.

Section 4. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall

be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 5. Number. This corporation shall have a minimum of 1 director but no more than 7.

Section 6. Election and Term. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of shareholders, and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death. At the first annual meeting of shareholders and at each annual meeting thereafter the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for a term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

Section 7. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall hold office only until the next election of directors by the shareholders.

Section 8. Removal of Directors. At a meeting of shareholders called expressly for that purpose, any director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors.

Section 9. Quorum and Voting. A majority of the number of directors fixed by these by-laws shall constitute a quorum for the transaction of business. The act of a majority of

the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 10. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution shall have and may exercise all the authority of the Board of Directors, except as is provided by law.

Section 11. Place of Meeting. Regular and special meetings of the Board of Directors shall be held at the principal place of business of the corporation or as otherwise determined by the Directors.

Section 12. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors shall be held without notice on the first Monday of the calendar month two (2) months following the end of the corporation's fiscal, or if the said first Monday is a legal holiday, then on the next business day. Written notice of the time and place of special meetings of the Board of Directors shall be given to each director by either personal delivery, telegram or cablegram at least three (3) days before the meeting or by notice mailed to the director at least 3 days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully

called or convened.

Neither the business to be transacted at, nor the purpose, of any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment, and unless the time and place of adjourned meeting are announced at the time of the adjournment, to the other directors. Meetings of the Board of Directors may be called by the chairman of the board, by the president of the corporation or by any two directors.

Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 13. Action Without a Meeting. Any action, required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, is signed by such number of the directors, or such number of the members of the committee, as the case may be, as would constitute the requisite majority thereof for the taking of such actions, is filed in the minutes of the proceedings of the board or of the committee. Such actions shall then be deemed taken with the same force and effect as though taken at a meeting of such board or committee whereat all members were present and voting throughout and those who signed such



action shall have voted in the affirmative and all others shall have voted in the negative. For informational purposes, a copy of such signed actions shall be mailed to all members of the board or committee who did not sign said action, provided however, that the failure to mail said notices shall in no way prejudice the actions of the board or committee.

### ARTICLE III. OFFICERS

Section 1. Officers. The officers of this corporation shall consist of a president, a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

Section 2. Duties. The officers of this corporation shall have the following duties:

The President shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the shareholders and Board of Directors.

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the shareholders and Board of directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors or the President.

The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of shareholders and whenever else required by the Board

of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 3. Removal of Officers. An officer or agent elected or appointed by the Board of Directors may be removed by the board whenever in its judgment the best interests of the corporation will be served thereby. Any vacancy in any office may be filled by the Board of Directors.

#### ARTICLE IV. STOCK CERTIFICATES

Section 1. Issuance. Every holder of shares in this corporation shall be entitled to have a certificate representing all shares to which he is entitled. No certificate shall be issued for any share until such share is fully paid.

Section 2. Form. Certificates representing shares in this corporation shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and may be sealed with the seal of this corporation or a facsimile thereof.

Section 3. Transfer of Stock. The corporation shall register a stock certificate presented to it for transfer if the certificate is properly endorsed by the holder of record or by his duly authorized attorney.

Section 4. Lost, Stolen or Destroyed Certificates. If the shareholder shall claim to have lost or destroyed a certificate of shares issued by the corporation, a new certificate shall be issued upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and, at the discretion of the Board of Directors, upon the deposit of a bond or other indemnity in such amount and with such sureties, if any, as the board may reasonably require.

## ARTICLE V. BOOKS AND RECORDS

Section 1. Books and Records. This corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders, Board of Directors and committee of directors.

This corporation shall keep at its registered office, or principal place of business a record of its shareholders, giving the names and addresses of all shareholders and the number of the shares held by each.

Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 2. Shareholders' Inspection Rights. Any person who shall have been a holder of record of shares of voting trust certificates therefor at least six months immediately preceding his demand or shall be the holder of record of, or the holder of record of voting trust certificates for, at least five percent of the outstanding shares of the corporation, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose its relevant books and records of accounts, minutes and records of shareholders and to make extracts therefrom.

Section 3. Financial Information. Not later than four months after the close of each fiscal year, this corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the corporation during the fiscal year.

Upon the written request of any shareholder or holder of voting trust certificates for shares of the corporation, the corporation shall mail to each shareholder or holder of voting

trust certificates a copy of the most recent such balance sheet and profit and loss statement. The balance sheets and profit and loss statements shall be filed in the registered office of the corporation in this state, shall be kept for at least five years, and shall be subject to inspection during business hours by any shareholder or holder of voting trust certificates, in person or by agent.

#### ARTICLE VI. DIVIDENDS

The Board of Directors of this corporation may, from time to time, declare and the corporation may pay dividends on its shares in cash, property or its own shares, except when the corporation is insolvent or when the payment thereof would render the corporation insolvent subject to the provisions of the Florida Statutes.

#### ARTICLE VII. CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be in circular form.

#### ARTICLE VIII. AMENDMENT

These by-laws may be altered, amended or repealed, and new by-laws may be adopted by the a majority vote of the directors of the corporation.