

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

In re:

Case No. 8:10-bk-18160-CED  
Chapter 11

Aluminum Service, Inc.,  
d/b/a ASI Building Products,  
d/b/a Exterior Aluminum Products,  
d/b/a Consolidated Metals of Florida—  
Metal Roof Division,  
d/b/a Consolidated Metals of Florida—  
Patio Division,

Debtor. \_\_\_\_\_ /

**DEBTOR'S AMENDMENT TO  
AMENDED PLAN OF REORGANIZATION  
DATED JANUARY 21, 2011**

The Debtor hereby files this Amendment to the Debtor's Amended Plan of Reorganization filed on January 21, 2011 (the "Plan").

This amendment amends and restates the following provisions of the Plan as follows (any subsection of the Plan not specifically referenced below shall remain unaltered):

**ARTICLE II  
CLASSIFICATION OF CLAIMS AND INTERESTS**

2.02. Secured Claims:

Subsection 2.02.a) shall be deleted and the following provision shall replace it:

- a) Class 2A – Bank of America, N.A. As set forth in the Order Granting in Part and Denying in Part Bank of America, N.A.'s Motion for Relief From the Automatic Stay (Doc. No. 25); Resolving the Patierno DIP Motion (Doc. Nos. 12 and 19); Sustaining in Part and Overruling in Part Alcoa Home Exteriors, Inc.'s Objection to the DIP Motion and Use of Cash Collateral (Doc. No. 50); Sustaining in Part and Overruling in Part Bank of America's Objection to the DIP Motion; and Use of Cash Collateral (Doc. No. 34) and Grating Adequate Protection to Bank of America N.A. and Alcoa Home Exteriors, Inc. entered on September 28, 2010(Doc. No. 94)(the "**Cash Collateral Order**") Bank of America, N.A. ("**Bank Of America**") has the following secured claims:

1. A term loan in the original principal sum in the amount of \$2,200,000 with a Petition Date balance of \$1,530,807.76, exclusive of interest, fees, and costs, and any sum that becomes due on account of that certain interest swap agreement (the “**Swap Agreement**”) dated April 21, 2004 (collectively the “**Term Loan**”). The Term Loan is secured by a valid, enforceable first mortgage on the real property located at 4720 E. Adamo Dr., Tampa, FL 33605 (the “**Adamo Property**”) and a valid, perfected, and enforceable first priority blanket first lien on all tangible and intangible personal property of the Debtor (the “**Personal Property**”) that is prior in dignity to all other security interests except as provided in the Cash Collateral Order;
2. A line of credit in the original principal amount of \$5,000,000 which as of the date of the Chapter 11 petition, July 29, 2010 (the “**Petition Date**”) had a balance of \$3,226,630.86, exclusive of interest, fees, and costs (the “**LOC**”) which has a current principal balance of approximately \$1.5 million. The LOC is secured by and a lien on the Personal Property and the Adamo Property (the “**Adamo LOC Replacement Lien**”);
3. A loan to MFJ Properties, LLC (“**MFJ Properties**”) guaranteed by the Debtor in the original principal sum of \$1,200,000.00, with a Petition Date balance of approximately \$1,200,000.00, exclusive of interest, fees, and costs (the “**MFJ Loan**”). The MFJ Loan is secured by a valid, enforceable first mortgage on the real property located at 9501 Merchant Center Dr., Tampa, FL 33625 (the “**Merchant Center Property**” a/ka the MFJ Property in the Cash Collateral Order), the Personal Property, and as provided in the Cash Collateral Order a lien on the Adamo Property (the “**Adamo MFJ Properties Loan Replacement Lien**”);
4. Together, the Adamo LOC Replacement Lien and the Adamo MFJ Properties Loan Replacement Lien shall not exceed \$1,000,000.00;
5. The Term Loan, the LOC, and the MFJ Loan are fully secured and shall be allowed as secured claims;
6. As provided herein and in the Cash Collateral Order, none of the liens provided for herein are intended to nor shall they prime any valid, enforceable, non-avoidable pre-petition liens on the Personal Property of the Debtor except for the lien held by Michael D. Patierno, as specifically provided herein; and
7. Bank of America also has an allowed unsecured claim in the amount of \$436,043.06 (the “**Credit Account**”).

Subsection 2.02.b) shall be deleted and the following provision shall replace it:

- b) Class 2B – Alcoa Home Exteriors, Inc. – Alcoa Home Exteriors, Inc. (“**Alcoa**”) has a valid, enforceable, fully secured claim in the principal amount of \$1,763,765.04, excluding, interest, fees and costs (the “**Alcoa Claim**”). The Alcoa Claim is fully secured by a valid, perfected, and enforceable lien that is prior in dignity to all security interests other than those of Bank of America and as otherwise provided in the Cash Collateral Order on all of the following: (a) all of the Personal Property; (b) the Adamo Property, rents, issues and profits; and (c) the Merchant Center Property. The Alcoa Claim is also secured by a valid, perfected, and enforceable first priority lien on the Patierno CD as that term is defined in the Cash Collateral Order. The Alcoa Claim is fully secured and shall be allowed and Alcoa shall retain all of its pre-petition liens and all post-petition liens as provided in the Cash Collateral Order.

Subsection 2.02.c) shall be deleted and the following provision shall replace it:

- c) Class 2C – Wells Fargo Bank, N.A. - Wells Fargo Bank, N.A., as successor in interest to SouthTrust Bank, N.A. (“**Wells Fargo**”) holds a fully secured first lien on the real property located at 3520 Metro Parkway, Ft. Myers, FL 33916 (the “**Ft. Myers Property**”), allowed as a secured claim under § 506 of the Code in the amount of at least \$205,883.08 (the “**Wells Fargo Claim**”), which includes principal, accrued interest, costs and reasonable attorneys’ fees.

**ARTICLE IV**  
**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

4.01. The treatment provided in the Plan of the following classes of claims shall be deleted and replace with the treatment indicated below:

Class	Impairment	Treatment
<p><b>Class 2A – Bank of America Claims:</b>            1<sup>st</sup> lien on the Adamo Property (Note and Swap Agreement)            1<sup>st</sup> lien on the Merchant Center Property            First Lien on Personal Property</p>	<p>Impaired</p>	<p>The entire amount of the Class 2A Secured Claim of <b>Bank of America</b> shall be allowed together with accrued, but unpaid post-petition interest and post-petition expenses and attorneys’ fees and costs. Bank of America will retain its pre-petition liens and the post-petition liens set forth in the Cash Collateral Order.</p> <p><b><u>Merchant Center Property Loan:</u></b> Bank of America will retain its lien on the Merchant Center Property. The Debtor shall assume all obligations under that certain Loan Agreement dated March 3, 2006 by and between Bank of America and MFJ Properties, LLC (“<b>MFJ</b>”) and any documents executed or delivered in connection therewith pursuant to an assumption agreement in form and substance acceptable to Bank of America in its sole discretion (the “<b>Assumption Agreement</b>”). The Assumption Agreement will provide, in addition to the regular and customary provisions required by Bank of America in such an agreement, that (i) the Debtor will assume all obligations of MFJ under the MFJ Loan Documents, (ii) the Debtor and MFJ will execute and deliver an amended and restated promissory note with interest only payments to Bank of America at the contract rate of interest and a maturity date two years from the Effective Date (the “<b>MFJ Amended Note</b>”) and such other and further documents required by Bank of America to ensure Bank of America retains its first lien on the Merchant Center Property (“<b>MFJ Loan Assumption Documents</b>”), and (iii) MFJ will pledge and mortgage those certain properties located in Harrison County, Mississippi, Parcel Nos. 09080-04-101.000 and 0909F-01-001.012 to Bank of America to further secure the indebtedness under the MFJ Amended Note and other MFJ Loan Assumption Documents.</p> <p>The Merchant Center Property will be marketed for sale on a commercially reasonable basis. The Debtor shall provide Bank of America and Alcoa a copy of any executed contract on the Merchant Center Property.</p> <p>The Debtor will apply the proceeds of any sale of the Merchant Center Property directly to the indebtedness under the MFJ Amended Note and other MFJ Loan Assumption</p>

Class	Impairment	Treatment
		<p>Documents.</p> <p>In the event of a deficiency under the MFJ Amended Note and other MFJ Loan Assumption Documents, the Debtor will execute an amendment or modification of the MFJ Loan Assumption Documents providing for the payment of such deficiency with monthly installments based on a 6.0% annual interest rate, amortized over ten years with a maturity five years from the Effective Date.</p> <p><b><u>Line of Credit and Adamo Term Loan:</u></b> Bank of America will retain its liens on all assets of the Debtor and the Adamo Property. The Debtor will execute an amended and restated loan agreement in form and substance acceptable to Bank of America in its sole discretion (the “<b>New ASI Loan Agreement</b>”). The New ASI Loan Agreement will provide, in addition to the regular and customary provisions required by Bank of America in a commercial loan agreement, that the Debtor (i) will execute an amended and restated promissory note for the LOC to convert the LOC to a term loan with monthly installments of principal and interest based on a 6.0% annual interest rate and amortized over ten years with a maturity five years from the Effective Date, (ii) will execute an amended and restated promissory note for the Term Loan with monthly installments of principal and interest based on the current contract rates and amounts with a maturity date three years from the Effective Date, (iii) will maintain minimum EBITDA and debt service coverage ratios, (v) will deliver financial statements on a monthly basis to Bank of America and Alcoa, and (vi) will execute such other and further documents required by Bank of America to ensure Bank of America will retain its first lien on the assets of the Debtor and the Adamo Property (the “<b>New ASI Loan Documents</b>”). The New ASI Loan Agreements will include a subordination to Bank of America of (x) the Class 2E Secured Claim of Michael D. Patierno (“<b>Patierno</b>”) and (y) the indebtedness represented by Michael D. Patierno’s advances for the purchase of inventory on behalf of the Debtor with the aggregate amount of advances not to fall below \$300,000 until Bank of America is paid in full on all obligations of ASI and MFJ to Bank of America including those under the MFJ Amended Note and other MFJ Loan Assumption Documents..</p> <p>The Adamo Property will be marketed for sale on a commercially reasonable basis. The Debtor will comply with the terms of the Cash Collateral Order concerning the marketing and sale of the Adamo Property including without limitation paragraph 18 of the Cash Collateral Order.</p>

Class	Impairment	Treatment
		<p>Specifically, the Confirmation Order shall provide that, except for paragraphs 19, 20, 21, 25, 34, 35, and 36 therein (and except that the notice period contained in paragraph 27 shall be 72 hours), the Cash Collateral Order will remain in full force and effect after the Effective Date. In addition to complying with all provisions of the Cash Collateral Order regarding the marketing and sale of the Adamo Property, the Debtor shall immediately give Bank of America and Alcoa a copy of any appraisals of and any offer received for the Adamo Property and any executed contract on the Adamo Property. The Debtor shall use its best efforts to obtain a sales price in excess of \$3.0 million. Following the sale of the property, after applying direct costs of sale, the proceeds (the “<b>Net Adamo Proceeds</b>”) will be distributed as follows:</p> <p>1<sup>st</sup>: to satisfy Bank of America’s remaining first mortgage on the Adamo Property with a current balance of approximately \$1.5 million plus any amounts owed pursuant to that certain interest rate swap agreement (the “<b>Swap Agreement</b>”) entered into with Bank of America also securing the Adamo Property (the “<b>Outstanding Bank of America Adamo Obligations</b>”);</p> <p>2<sup>nd</sup>: up to \$1,000,000 to Bank of America to satisfy the LOC and any amounts owed under the MFJ Loan Assumption Documents; provided, however, that any such application herein shall be made by mutual agreement between Bank of America and the Debtor with the intent that Bank of America’s liens shall not be primed by any junior lienholder as a result of such application; and</p> <p>3<sup>rd</sup>: the remaining balance to the Class 2B Claimant toward the satisfaction of the Class 2B Claimant’s allowed secured claim (the “<b>Alcoa Paydown</b>”).</p> <p>Bank of America will release and/or turn over all lockbox collections on pre-petition accounts receivable to the Debtor’s operating account on a daily basis for the Debtor’s working capital needs.</p> <p>The Debtor shall not borrow additional funds from Bank of America that increase the amount of any indebtedness secured by any lien held by Bank of America.</p> <p>Upon the entry of an Order confirming the Plan, Bank of America is and shall be deemed released from any and all claims, demands, actions or causes of action of any kind whatsoever and such release shall survive dismissal or</p>

Class	Impairment	Treatment
		conversion and be binding on any Chapter 7 trustee.
<p><b>Class 2B – Alcoa Home Exteriors, Inc.</b></p> <p>Lien on the Adamo Property</p> <p>Lien on Merchant Center Property</p> <p>Lien on Personal Property</p>	Impaired	<p>The entire amount the Alcoa Claim, Alcoa’s Class 2B Secured Claim, is fully secured and shall be allowed (except to the extent the claimed amount includes any claim for attorneys’ fees and costs).</p> <p>Alcoa shall retain all of its pre-petition and post-petition liens. Alcoa’s liens and their priority on the Adamo Property, the Merchant Center Property and the Personal Property will remain unaltered according to the terms of the Cash Collateral Order. Alcoa shall also retain its lien on the Patierno CD (defined below) until the proceeds of the Patierno CD are paid to Alcoa which as stated below is to occur on the Effective Date of the Plan.</p> <p>The Class 2B Secured Claim will be paid as follows:</p> <ul style="list-style-type: none"> <li>(a) \$170,000.00 from the release on the Effective Date of Michael D. Patierno’s interest in that certain certificate of deposit account # 41422626 (the “<b>Patierno CD</b>”) held at First Citrus Bank securing the Class 2B Claim;</li> <li>(b) The return to Alcoa of such Alcoa inventory as agreed to between Alcoa, the Debtor, and Bank of America and at a price agreed to mutually by Bank of America, Alcoa and the Debtor (which includes any inventory returns already approved by the Court as of the date of filing this Plan); the Debtor and Alcoa agree to use commercially reasonable efforts to return all such inventory provided herein within 90 days of the Effective Date, and the Debtor will be responsible for paying all shipping costs and expenses; and</li> <li>(c) the remaining amount of the Alcoa Claim will be paid in full pursuant to a promissory note (the “<b>Promissory Note</b>”) accruing interest at the rate of 6.0% annually to be paid via 59 monthly installments of \$11,013.45 beginning 30 days from the Effective Date and a balloon payment for the remaining outstanding amount on the 5<sup>th</sup> anniversary of the Effective Date. Any agreed return of inventory after the execution of the Promissory Note shall pay down the Promissory Note by first applying the agreed value of the returned inventory to outstanding interest due on the Promissory Note and then to principal. Notwithstanding the return of any inventory, the Debtor shall continue to make the regular monthly payments under the Promissory Note and the return of the inventory shall only reduce the amount of balloon</li> </ul>

Class	Impairment	Treatment
		<p data-bbox="776 254 883 281">payment.</p> <p data-bbox="678 323 1414 653">On or before the Effective Date, ASI shall execute and deliver to Alcoa the Promissory Note, a security agreement and mortgages and such other documents requested by Alcoa to evidence and perfect the Alcoa Claim and the liens pursuant to this Plan. The terms of such documents shall contain provisions typically found in commercial mortgages, notes, and security agreements and shall be in a form acceptable to Alcoa. ASI shall pay all required recording and documentary stamp taxes concerning the Promissory Note, Security Agreement and Mortgages issued in connection with this Plan.</p> <p data-bbox="678 695 1414 1528">The promissory note shall be in default and all of the outstanding principal balance and accrued interest shall accelerate and be immediately due and payable upon: (a) a default by ASI or Patierno under the terms of the Plan or Confirmation Order; (b) failure of ASI timely to make any Plan payment to Alcoa; (c) the sale or transfer of a majority of the stock of ASI; (d) the sale or transfer of all or substantially all of the assets of ASI outside the ordinary course of business (excluding the sale of any real property owned by the ASI as contemplated by the Plan); (e) a change in control or management of ASI; (f) repossession, foreclosure, or any act to enforce any lien on the Adamo Property or Personal Property; (g) any default under the Term Loan; (h) the conversion of the Bankruptcy Case to a case under Chapter 7; (i) the filing of a petition for relief under the Bankruptcy Code, whether voluntary or involuntary, by or against the Debtor; (j) the commencement of a proceeding for the assignment for the benefit of creditors; (k) the filing of any motion, complaint or other paper by the Debtor, Patierno, Bank of America or any other person or entity that seeks to modify the Plan or the rights of Alcoa under the Plan; (l) the failure of Patierno to timely pay or otherwise release to Alcoa the proceeds of the Patierno CD; or (k) a default by ASI on any term or condition set forth in the Promissory Note, security agreement, or mortgage(s).</p> <p data-bbox="678 1549 1414 1709">Notwithstanding any other provision contained herein, the Debtor may satisfy Alcoa's entire claim on or before the one year anniversary of the Effective Date by paying or causing Alcoa to be paid an amount equal to eighty percent (80%) of the then outstanding amount of the Alcoa Claim.</p> <p data-bbox="678 1730 1414 1820">Upon the sale of the Adamo Property, the Debtor will reduce the Class 2B Secured Claim by paying Alcoa the Alcoa Paydown amount (for more information, see treatment of</p>



Class	Impairment	Treatment
		<p>Class 2A claim above under <u>Line of Credit and Adamo Term Loan</u>).</p> <p>Alcoa has agreed to the terms of this Plan, and a condition to agreeing to the terms of the Plan is a general release in favor of Alcoa of and from any and all claims, demands, actions or causes of action of any kind whatsoever. Upon the entry of an Order confirming the Plan, Alcoa is and shall be deemed released from any and all claims, demands, actions or causes of action of any kind whatsoever and such release shall survive dismissal or conversion and be binding on any Chapter 7 trustee.</p> <p>The Confirmation Order shall provide that, except for paragraphs 19, 20, 21, 25, 34, 35, and 36 therein (and except that the notice period contained in paragraph 27 shall be 72 hours), the Cash Collateral Order will remain in full force and effect after the Effective Date.</p> <p>The Debtor shall maintain all insurance on the Adamo Property required by the Cash Collateral Order and shall continue to comply with the provisions of paragraph 18 of the Cash Collateral Order with respect to both the Adamo Property and the Merchant Center Property. The Debtor shall also maintain property insurance on the Merchant Center Property in an amount equal to the fair market value of the Merchant Center Property and name Bank of America and Alcoa as additional insureds and loss payees as their interest may appear.</p> <p>The liens and terms of the mortgage and security agreement executed and delivered to Alcoa post-petition shall remain in effect and Alcoa shall retain all such liens and rights.</p> <p>Post-petition, the Debtor executed and delivered to Alcoa a mortgage on the Adamo Property and the Merchant Center Property and a security agreement granting Alcoa a lien on the Personal Property. Alcoa shall retain all liens under the mortgage and security agreement. The mortgage and security agreement shall survive confirmation of the Plan and also survive dismissal or conversion of the Debtor's Chapter 11 Bankruptcy Case and the Debtor shall remain bound by the terms thereof.</p> <p>Post-Confirmation, the Debtor will deliver financial statements on a monthly basis to Bank of America and Alcoa.</p>

Class	Impairment	Treatment
		<p>The Debtor shall deliver any and all other instruments and documents, and shall do, and cause to be done, all such additional acts and things, as are reasonably necessary and proper in order to give effect to, all of the terms and provisions of this Plan.</p> <p>The Class 2E Claim of Micheal D. Patierno shall be subordinated to the Class 2A and Class 2B Claims of Bank of America and Alcoa, respectively.</p> <p>Patierno and MFJ have agreed to and consent to jurisdiction of the Bankruptcy Court for all purposes related to the Plan.</p>
<p><b>Class 2C – Wells Fargo</b> 1<sup>st</sup> lien on Ft. Myers Property</p>	<p>Impaired</p>	<p>The entire amount of the Class 2C Secured Claim of <b>Wells Fargo</b> shall be allowed. Wells Fargo retains its first priority lien on the Ft. Myers Property.</p> <p>The Debtor intends to refinance its outstanding obligations on the Ft. Myers property on or around July of 2011 and pay the Class 2C and Class 2D claims in full with the proceeds of the refinancing.</p> <p>Until the outstanding Class 2C Secured Claim is refinanced, the Reorganized Debtor shall pay the Wells Fargo Claim on an interest only basis at 6.75% for the first six months following the Effective Date and thereafter on a fully amortized monthly basis in accordance with the remainder of the Note term at 6.25% interest. Said Note shall mature on March 30, 2014, at which time the entire outstanding principal balance, plus all accrued but unpaid interest, costs, and reasonable attorneys’ fees shall be due and payable in full. All other remaining terms of the Note and other Loan Documents shall continue to apply.</p> <p>The treatment of the Wells Fargo Claim does not constitute a waiver by Wells Fargo of any rights it may have with respect to the Wells Fargo Claim or the Ft. Myers Property, including, without limitation, Wells Fargo’s rights to exercise all of the rights of a secured party under applicable law, subject only to the provisions of the Bankruptcy Code, together with orders entered by the Court. Notwithstanding the foregoing, to the extent that the Debtor’s liability for the Wells Fargo Claim exceeds the value of the Ft. Myers Property, such excess liability shall be treated as a Class 4 General Unsecured Claim.</p>
<p><b>Class 2D – Michael Kass and Janet Kass</b> Lien on Ft. Myers</p>	<p>Impaired</p>	<p><b>Michael Kass and Janet Kass (“Kass”)</b> are owed \$500,000 based upon a pre-Petition secured claim of \$150,000 and a post-Petition borrowing order on a secured and priority basis of \$350,000. The total amount of \$500,000 shall be allowed.</p>

Class	Impairment	Treatment
Property \$500,000		<p>Class 2D shall be paid in full, with payments of interest only at 10.0% for the first twelve months following the Effective Date, and the entire balance due and payable on the first anniversary of the Effective Date. Kass will retain its lien on the Ft. Myers Real Property in the allowed amount of \$500,000. In addition, Kass will retain its lien on certain non-Estate personal property consisting of the certificate of deposit pledged by Mike Patierno as part of the loan agreement. To the extent that any Personal Property of the Estate originally given as additional collateral to Kass (as part of any pre or post-Petition loan) Kass will waive their security interest in the other estate personal property as requested by Debtor and the Secured Creditors in this case.</p> <p>The Debtor intends to refinance its outstanding obligations on the Ft. Myers property in or around July of 2011 and pay the Class 2D in full with the proceeds of the refinancing.</p> <p>With the exception of the changes proposed in this Plan, all other provisions of the Note and Mortgage and Guaranty documents (and associated loan documents) relating to the Kass Claim shall remain in effect including but not limited to the default provisions as contained in the Note and Mortgage, Guaranty and all associated loan documents. In the event of default the loan documents shall control and shall by incorporation by reference to the Plan be the Plan default provisions vis-a- vis the loan obligation to Kass.</p>
<p><b>Class 2E – Michael D. Patierno</b> Lien on personal property</p>	Impaired	<p>The entire amount of the Class 2E Secured Claim of <b>Michael D. Patierno</b> shall be allowed. Class 2E Secured Claim will accrue interest at the rate of 6.0% per year, but the Debtor will not make any payments on the Class 2E Secured Claim during the first 60 months following the Effective Date. The Class 2E claimant will retain its lien on the Debtor’s personal property in the allowed amount of its Class 2E Secured Claim. Thereafter, the Debtor will make monthly payments on the Class 2E Secured Claim on a 10 year fully amortized basis.</p> <p>The Class 2E Secured Claim shall be subordinated to the Class 2A and Class 2B Claims of Bank of America and Alcoa, respectively.</p> <p>Micheal D. Patierno agrees to transfer and assign his interest in the Class 2E Secured Claim to a trust for the benefit of the Class 4 General Unsecured Creditors. The Estate waives any right to object to such claim or to pursue any avoidance action relating to the lien created by the Class 2E Secured Claim.</p>

Class	Impairment	Treatment
<b>Class 4 - General Unsecured Creditors</b>	Impaired	<p>The Allowed Class 4 <b>General Unsecured Creditors</b> claims shall be paid \$142,000 in five annual installments with no interest and the first payment date 90 days from the Effective Date.</p> <p>Within 30 days from the Effective Date, the Debtor will also deposit \$5,000 to counsel for the Unsecured Creditors Committee or a plan trustee for the purpose of investigating and pursuing preference avoidance of transfer claims. Net proceeds recovered from any preference or fraudulent transfer actions will be distributed to the Class 4 General Unsecured Creditors.</p> <p>Upon confirmation, the Class 2E Secured Claim of Michael D. Patierno shall be assigned to a trust for the benefit of the Class 4 General Unsecured Creditors Committee.</p>
<b>Class 5 - Equity Security Holders of the Debtors</b>	Impaired	<p>Existing equity shall be cancelled and new shares of common stock shall be issued to Michael D. Patierno in the same amount held by Mr. Patierno as of the Petition Date in exchange for:</p> <ul style="list-style-type: none"> <li>(i) the release of any interest in and contribution of \$170,000.00 in the form of a certificate of deposit to the Class 2B Claimant; and</li> <li>(ii) the assignment and transfer of Michael D. Patierno's interest in the Class 2E Secured Claim.</li> </ul> <p>At the election of the Class 4 General Unsecured Creditors' Committee to be made in writing to counsel for the Debtor within 10 days of the Effective Date, Michael D. Patierno will purchase the Class 2E Secured Claim from the Class 4 General Unsecured Creditors, free of any claims from the Estate, for \$100,000.00 in cash to be paid within 45 days from the Effective Date.</p>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**All other plan treatment as provided under the Debtor's Amended Plan of Reorganization filed on January 21, 2011, remains the same.**

Respectfully submitted,

Aluminum Service, Inc.

By: /s/ Michael D. Patierno  
Micheal D. Patierno, President

By: /s/ Christopher C. Todd  
Christopher C. Todd, attorney for the Debtor

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the Debtor's Amendment to Amended Plan of Reorganization has been furnished via the Court's CM/ECF system or by U.S. Mail to: United States Trustee Office, 501 East Polk Street, Ste. 1200, Tampa, Florida 33602; and all parties listed in the mailing matrix attached hereto, on this 21<sup>st</sup> day of February, 2011.

/s/Christopher C. Todd  
Attorney