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TRANSMITTAL LETTER

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

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*****87.50 *****87.50

SUBJECT: Vapex Technologies, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

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

☐ \$70.00 ☐ \$78.75
Filing Fee Filing Fee
& Certificate of Status

\$78.75
Filing Fee
& Certified Copy

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

ADDITIONAL COPY REQUIRED

FROM: Elisha W. Erb

Name (Printed or typed)

c/o Erb & Erb, 444 Main St., P.O. Box 7615

Address

Fitchburg, Massachusetts 01420-0024

City, State & Zip

978-343-4856

Daytime Telephone number

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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ARTICLES OF ORGANIZATION

(Florida Statutes, Chapter 607)

ARTICLE I NAME

The name of the corporation is:

Vapex Technologies, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/ mailing address is:

220 Mary Jess Road
Orlando, Florida 32839

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

- (a) to develop, license, manufacture and sell technology for incorporating a gas into a liquid and equipment that uses such technology;
- (b) to develop, license, manufacture and sell technology for atomizing a liquid into fine disbursed particles;
- (c) to develop, license, manufacture and sell other technology; and
- (d) to carry on any business or activity which may be lawfully conducted by a corporation organized under the Business Corporation Law of the State of Florida, whether or not related to those mentioned in preceding clauses (a), (b) and (c).

ARTICLE IV SHARES

The number of shares of stock is:

5,000 shares of Class A voting common stock without par value; and

5,000 shares of Class B non-voting common stock no par value.

The Class A voting common stock and the Class B non-voting common stock shall have identical rights in all respects, without preference, and on a per share basis, including without limitation, dividend rights and liquidation rights, except that the Class B non-voting common stock shall have no voting rights,

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and the Class A voting common stock shall possess all voting rights for all purposes on the basis of one vote per share.

ARTICLE V RESTRICTIONS ON TRANSFER OF SHARES

1. Voluntary Transfer.

Any holder of common stock who wishes to sell or transfer all or any part of his stock shall first offer such stock in writing to the Corporation at the same price and upon the same terms offered to such stockholder by a bona fide prospective purchaser of such shares. The Corporation shall have the option to purchase such stock for a period of ten (10) days following receipt of such written offer upon the same terms and conditions contained in such offer. Such option may be exercised by the Corporation by giving written notice of such exercise to the stockholder, specifying a date no later than thirty (30) days from the date of such notice upon which date the Corporation will make payment against delivery of certificates representing the shares to be sold or transferred. If within said ten (10) day option period the Corporation shall fail to exercise such option, then the stockholder shall be free, for a period of thirty (30) days to sell such stock to, and only to, the aforesaid bona fide prospective purchaser in the same quantity, at the same price, and upon the same terms and conditions as were offered to the Corporation. Upon the expiration of such thirty (30) day period if such stockholder does not sell such stock, all of the restrictions imposed by this Article Five shall apply to all of the stock owned by such stockholder. The Corporation may exercise its option to purchase shares either on its own behalf or on behalf of one or more of its stockholders, as determined by its Board of Directors.

2. Involuntary Transfer.

Any person acquiring any shares of common stock by the insolvency or bankruptcy of any stockholder, by the foreclosure of any pledge or hypothecation, or by any other involuntary transfer or assignment, or by death, or otherwise by process of law, shall be under an obligation, before being entitled to exercise any rights as a holder of common stock of this Corporation, to offer in writing all of such acquired shares to the Corporation for purchase by it and to deliver to the Corporation together with such offer, (a) the certificate or certificates representing all of such shares of stock, (b) proper proof or authentication of such person's right to acquire such shares and to transfer the same, and (c) a stock power or powers duly executed in blank by such person. Such offer shall be made within (60) days of such involuntary transfer and shall specify the price at which said person agrees to sell all of such acquired shares to the Corporation.

The Corporation, upon receiving such written offer, shall have the option (a) to reject such offer, (b) to accept such offer, or (c) to purchase such shares at their fair value as of the date of such offer. If the Corporation

shall reject such offer by exercising option (a), or shall fail for a period of twenty (20) days to exercise either option (b) or (c), the person acquiring such stock shall be entitled to all of the rights of a holder of common stock of this Corporation, provided that any further voluntary or involuntary transfer of such stock shall be subject to the provisions of this Article Five. If the Corporation shall accept such offer by exercising option (b), the Corporation shall have (30) days within which to purchase such stock at the price specified in said offer.

If the Corporation shall exercise option (c) and elect to purchase such shares at their fair value, the Corporation and the offeror shall negotiate in good faith towards determination of a mutually satisfactory purchase price. If the Corporation and such offeror shall be unable for a period of ten (10) days to agree upon the price at which such shares will be purchased by the Corporation, then the fair value of such shares shall be determined by three arbitrators, one named by the Corporation, one named by such person, and the third to be named by the other two arbitrators. Such determination of fair value shall be final and binding upon the stockholder and the Corporation.

Following the report of the arbitrators as to the fair value of such stock, the Corporation shall have thirty (30) days within which to purchase such stock at its fair value as so determined.

3. Miscellaneous.

No transfer or other disposition of any shares of stock in violation of these provisions shall be valid or entitle any transferee to have any shares transferred on the books of the Corporation.

The Corporation may from time to time waive the foregoing restrictions in particular cases by action of its Board of Directors.

These provisions shall be applicable for the maximum period permitted by law.

A pledge or hypothecation shall not be deemed a sale or transfer, and prior to foreclosure, no transfer of the shares pledged or hypothecated shall be made by the Corporation on its books (except to any extent required by law). If the pledge or hypothecation shall be foreclosed, any such transfer shall be subject to the provisions of Section B of this Article Five.

ARTICLE VI SPECIAL PROVISIONS

1. All corporate powers of the Corporation shall be exercised by the Board of Directors except as otherwise provided by law. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, amend or repeal the By-Laws of the Corporation in whole or in part, except with respect to any provision

thereof which by law or the By-Laws requires action by the stockholders, and subject to the power of the stockholders to amend or repeal any By-Laws adopted by the Board of Directors.

2. Meetings of the stockholders of the Corporation may be held anywhere within the United States.
3. The Corporation may be a partner in any business enterprise which it would have power to conduct by itself.
4. In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such director shall at the time be fully disclosed or otherwise known to the Board of Directors, and the Board of Directors has approved, ratified or confirmed, as appropriate, the contract or transaction by the affirmative vote of all of the members of the Board of Directors. Any director of the Corporation may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize such contract or transaction and may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, director or officer of, or has any interest in, such other person with the same force and effect as if he were not such stockholder, director or officer or not so interested. Any contract or other transaction of the Corporation or of the Board of Directors or of any committee thereof which shall be ratified by both (a) a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose, and (b) a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for that purpose who have no interest in the contract or transaction shall be as valid and as binding as though ratified by every stockholder of the Corporation, provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the directors and officers of their right to proceed with such contract or other transaction.
5. The Corporation shall, to the extent legally permissible, indemnify each person (and his heirs, executors, administrators, or other legal representatives) who is, or shall have been, a director or officer of the Corporation or any person who is serving, or shall have served, at the request of the Corporation as a director or officer of another Corporation, against all liabilities and expenses (including judgments, fines, penalties and attorneys' fees and all amounts paid in compromise or settlement) reasonably incurred by any such director, officer or person in connection with, or arising out of, any action, suit or proceeding in which any such

director, officer or person may be a party defendant or with which he may be threatened or otherwise involved, directly or indirectly, by reason of his being or having been a director or officer of the Corporation or such other Corporation, except in related to matters as to which any such director, officer or person shall be finally adjudged, other than by consent, in such action, suit or proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation, provided, however, that indemnity shall not be made with respect to such amounts paid in compromise or settlement, unless:

- a. such compromise or settlement shall have been approved as in the best interests of the Corporation, after notice that it involves such indemnification by:
 - i. The Board of Directors by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding, or by
 - ii. The stockholders of the Corporation by a majority vote of a quorum consisting of stockholders who were not parties to such action, suit or proceeding, or
- b. in the absence of action by disinterested directors or stockholders as above provided, there has been obtained at the request of a majority of the Board of Directors then in office a written opinion of independent legal counsel to the effect that the director or officer to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation.

Upon request therefore by any director, officer or person enumerated in the preceding paragraph of this Article, the Corporation may from time to time, if authorized by the Board of Directors, prior to final adjudication or compromise or settlement of the matter or matters as to which indemnification is claimed, advance to such director, officer or person all expenses incurred by him to date of such request. Any advance made pursuant to this provision shall be made on the condition that the director, officer or person receiving such advance shall repay to the Corporation any amounts so advanced if, upon the termination of the matter or matters as to which such advances were made, such director, officer or person shall not be entitled to indemnification under the preceding paragraph of this Article.

The foregoing right to indemnification shall not be exclusive of any other rights to which any such director, officer or person is entitled under any agreement, vote of stockholders, statute, or as a matter of law, or otherwise.

The provisions of this Article are separable, and if any provision or portion hereof shall for any reason be held inapplicable, illegal or

ineffective, this shall not prevent any other provision or portion hereof from applying, and shall not affect any right of indemnification existing otherwise than under this Article.

6. All shares of common stock issued by the Corporation shall, to the extent permitted by the Internal Revenue Code, be deemed issued pursuant to a Plan to Issue Section 1244 Stock.

ARTICLE VII INITIAL OFFICERS/DIRECTORS

Laura Scott
220 Mary Jess Road
Orlando, Florida 32839
President, Clerk and Director

Elisha W. Erb
444 Main Street
P. O. Box 7615
Fitchburg, Massachusetts 01420-0024
Vice President, Treasurer and
Director

Darrel R. Resch
502 Tyler Avenue
Cape Canaveral, Florida 32920
Vice President of Research
and Development and
Director

ARTICLE VIII REGISTERED AGENT

The name and Florida street address of the registered agent is:

Laura Scott
220 Mary Jess Road
Orlando, Florida 32839

ARTICLE IX INCORPORATOR

The incorporator is:

Elisha W. Erb
444 Main Street
P. O. 7615
Fitchburg, Massachusetts 01420-0024

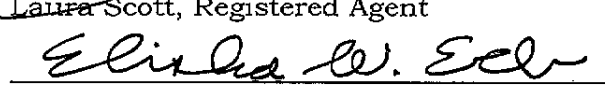
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Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Laura Scott, Registered Agent

27 August 2002



Elisha W. Erb, Incorporator

20 August 2002