

PD50000/4355

THE LAW FIRM OF
FRANK • EFFMAN • WEINBERG, P.A.

NEIL G. FRANK
STEVEN W. EFFMAN
STEVEN A. WEINBERG
DAVID A. CHENKIN
JASON E. PERLMAN

February 15, 1995

Florida Dept. of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314
Attn: New Filing Section

200001410742
-02/20/95--01106--000
****122.50 ****122.50

RE: HARLYN SALES, INC. **EFFECTIVE DATE**

Dear Sir/Madam:

2-14-95

Enclosed are the original and one copy of the Articles of Incorporation for the above named proposed Florida Corporation. Also enclosed is my firm's check in the amount of \$122.50 representing payment of the following:

Filing Fees	\$35.00
Certified Copy	52.50
Registered Agent Designation	35.00

Total Due \$122.50

Please file the enclosed Articles of Incorporation and provide a certified copy to the undersigned as soon as possible and I thank you in advance for your prompt attention to this matter.

Sincerely,

FRANK, EFFMAN & WEINBERG, P.A.

Steven A. Weinberg /kh
Steven A. Weinberg,
for the Firm

SAW/km

FILED
FEB 20 11:10:20
TALLAHASSEE, FLORIDA

D. BROWN FEB 21 1995

EFFECTIVE DATE
2-14-95

ARTICLES OF INCORPORATION
OF
HARLYN SALES, INC.

FILED
95 FEB 20 AM 10:20
TALLAHASSEE, FLORIDA

The undersigned, desiring to form a Corporation under the provisions of the Laws of the State of Florida, hereby make, subscribe and acknowledge before a Notary Public, and file with the Secretary of State of the State of Florida, the following Articles of Incorporation for such Corporation:

ARTICLE I - NAME

The Name of the Corporation is:

HARLYN SALES, INC.

ADDRESS: 7737 N.W. 79th Avenue, #306
Tamarac, Florida 33321

ARTICLE II - PURPOSE

(a) Manufacturing and distribution of filtration systems;
and

(b) To engage in every aspect and phase of each and every lawful business or operation permitted by the Laws of the State of Florida, including, but not limited to, the right and power to manufacture, distribute, purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, or otherwise dispose of, and to invest in, deal in and with goods,

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8000 PETERS ROAD · PLANTATION, FL 33324

wares, merchandise, real and personal property, and services of every class, kind and description; except that it is not to conduct a banking, safe-deposit, trust, insurance, surety, express, railroad, canal, telephone, telegraph or cemetery company, a building and loan association, mutual fire insurance association, cooperative association, fraternal benefit society, or state fair of exposition.

(c) To purchase, take and lease, or in exchange, hire or otherwise acquire any real or personal property, rights or privileges suitable or convenient for any purposes of this business, and to purchase, acquire, erect and construct, make improvements of buildings or machinery, stores or works, insofar as the same may be appurtenant to or useful for the conduct of the business as above specified, but only to the extent to which the company may be authorized by the statutes under which it is organized.

(d) To purchase, sell, pledge, subscribe for or otherwise acquire and to hold the shares, stocks, bonds, debentures, futures, options, commodities, puts and calls or obligations of any company organized under the laws of the State of Florida or of any other state or of any territory of the United States or of any foreign country, except monied or transportation, banking or insurance companies, and to sell or exchange the same, or upon the distribution of assets or divisions of profits, to distribute any such shares, stocks, obligations or proceeds thereof among the stockholders of this company.

(e) The Corporation shall have full power and lawful

authority to issue, execute, assign and endorse notes, mortgages, bonds and all other negotiable papers; to secure any indebtedness due it in the same manner common to natural persons. It shall have the full power to loan money and secure the payment thereof by accepting mortgages, personal endorsements or assignments of personal property or other security. It may sue or be sued, contract or be contracted with, and do any and all other acts necessary or incidental to the powers herein specifically designated.

(f) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

(g) The foregoing shall be construed as independent businesses, and the enumeration of any specific business shall not restrict any other business of the Corporation.

(h) The Corporation shall, in addition, have the power to carry on any other lawful business whatsoever in connection with the foregoing, which is calculated directly or indirectly to promote the interests of the Corporation, or to enhance the value of its assets.

(i) To do and perform and cause to be done or performed each, any and all of the acts and things above enumerated, and any and all other acts and things insofar as the same may be incidental to or included in any or all of the general powers given, always provided that the grant of the foregoing enumerated powers is upon the express condition precedent that the various powers above enumerated shall be exercised by the acts above

recited under which said company is organized, and the same shall be exercised by said company only in the manner and to the extent that the same shall be authorized to be exercised under the said acts above recited under which it was organized. The said Corporation may perform any part of its business outside of the State of Florida, or in other states or colonies of the United States, or in any foreign country or countries.

ARTICLE III - DURATION

This Corporation shall exist on a perpetual basis commencing on the date of execution and acknowledgment of these Articles of Incorporation.

ARTICLE IV - CAPITAL STOCK

(a) The aggregate number of shares that the Corporation shall have the authority to issue is 400 shares of Capital Stock with \$1.00 par value per share.

(b) The sum of the par value of all shares of Capital Stock of the Corporation that have been issued shall be the stated capital of the Corporation at any particular time.

(c) The holders of the outstanding Capital Stock shall be entitled to receive, when and as declared by the Board of Directors, dividends payable either in cash, in property, or in shares of the Capital Stock of the Corporation.

(d) The shares of the Corporation are not to be divided into classes.

(e) The Corporation is not authorized to issue shares in series.

ARTICLE V - 1244 STOCK

The Capital Stock of the Corporation will be issued in accordance with the requirements of Section 1244 of the Internal Revenue Code.

ARTICLE VI - PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new Stock of this Corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rate share thereof (as nearly as may be done without issuance of fractional shares) at the price which it is offered to others.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 8000 Peters Road, Plantation, Florida 33324, and the name of the initial Registered Agent of this Corporation at that address is STEVEN A. WEINBERG. However, this Corporation may, from time to time, move the principal office to any other address, and shall have the right and power to transact business and establish offices within and without the State of Florida, and in foreign countries as may be necessary or convenient.

ARTICLE VIII - INITIAL BOARD OF DIRECTORS

This Corporation shall have two (2) Directors initially. The number of directors may be either increased or diminished from time to time by the by-laws but shall never be less than 1.

The name and post office address of the first Board of Directors who, being subject to the provisions of the Articles of Incorporation, the by-laws and the Corporation laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are selected and have been qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Marilyn Carmusin	7737 N.W. 79th Ave. #306 Tamarac, Florida 33321
Harvey Carmusin	7737 N.W. 79th Ave. #306 Tamarac, Florida 33321

ARTICLE IX - INCORPORATOR(S)

The names and post office addresses of each subscriber and incorporator of these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Marilyn Carmusin	7737 N.W. 79th Ave. #306 Tamarac, Florida 33321
Harvey Carmusin	7737 N.W. 79th Ave. #306 Tamarac, Florida 33321

ARTICLE X - BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Shareholders.

ARTICLE XI - VOTING RIGHTS

Except as otherwise provided by law, the entire voting power for the election of Directors and for all other purposes

shall be vested exclusively in the holders of the outstanding Common Shares.

ARTICLE XII - TRANSACTIONS WITH
DIRECTORS AND OFFICERS

No contract or other transaction between the Corporation and any other firm or corporation shall be affected or invalidated by reason of the fact that any one or more of the Directors or Officers of this Corporation is, or are, interested in, or is a member, stockholder, director or officer or are members, stockholders, directors, or officers of such other firm or corporation; and any director or officer, or officers, individually or jointly, may be a party or parties to, or may be interested in, any contract or transaction of this Corporation or in which this Corporation is interested, and no contract, act or transaction of this Corporation with any person or persons, firm, association, or corporation shall be affected or invalidated by reason of the fact that any director or directors or officer or officers of this Corporation, is a party or are parties to, or interest in, such contract, act or transaction, or in any way connected with such person or persons, firm, association or corporation, and each and every person who may become a director or officer of this Corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this Corporation for the benefit of himself or any firm, association, or corporation in which he may be interested; directors, when so interested, shall be counted present at

directors' meetings for the purpose of determining the existence of a quorum and may vote at such meetings as fully and with the same effect as if not so interested.

ARTICLE XIII - INDEMNIFICATION

The Corporation shall indemnify any officer, directors, employee or agent, or any former officer, director, employee or agent, to the full extent permitted by law.

ARTICLE XIV - AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment thereto, and any right conferred upon the shareholders is subject to this reservation.

ARTICLE XV - MISCELLANEOUS

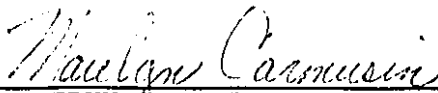
(a) The Corporation shall have the further right and power from time to time to determine whether and to what extent and to what time and place and under what conditions and regulations the accounts and books of this Corporation (other than the Stock Book) or any of them shall be open to inspection of stockholders and no stockholder shall have the right of inspecting any account, books or documents of this Corporation except as conferred by statutes, unless authorized by a resolution of the stockholders or the Board of Directors.

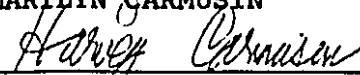
(b) Both stockholders and directors shall have the power, if the by-laws so provide, to hold their respective meetings, and to have one or more offices within the State of Florida or

without, and to keep the books of the Corporation (subject to the provisions of the statutes) outside the State of Florida, at such place as may from time to time be designated by the Board of Directors.

(c) The Corporation may in its by-laws confer powers upon its Directors in addition to the powers authorized and expressly conferred by statute.

WE, the undersigned, being each and all of the original subscribers to Capital Stock hereinabove named for the purpose of forming a Corporation for profit to do business both without and within the State of Florida, do hereby make, subscribe, acknowledge and file these Articles of Incorporation, hereby declaring and certifying that the facts therein stated are true and correct, and do respectively agree to take the number of shares of stock hereinabove set forth as to each of us, and accordingly have hereunto set our hands and seals this 14 day of February, 1995.



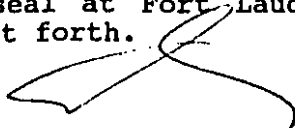
MARILYN CARMUSIN


HARVEY CARMUSIN

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared MARILYN CARMUSIN and HARVEY CARMUSIN, who after being by me first duly cautioned and sworn, upon their respective oaths depose and say that they are parties to the foregoing Articles of Incorporation and acknowledged the said execution to be their free and voluntary act and deed, and that the facts therein stated are truly set out, and are personally known to me or produced Drivers Licenses as identification.

WITNESS my hand and seal at Fort Lauderdale, Florida, the day and date first above set forth.

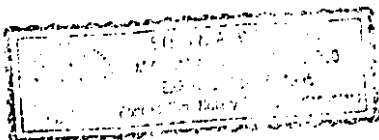


Notary Public, State of Florida

My commission expires:

STEVEN A. WENDERS

Name of Notary Public



Certificate designating place of business or domicile for the Service of Process within Florida, naming Agent upon whom process may be served.

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That HARLYN SALES, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 7737 N.W. 79th Avenue, #306, Tamarac, Florida 33321, and has named STEVEN A. WEINBERG, located at 8000 Peters Road, Plantation, Florida 33324 to accept Service of Process within Florida.

Marilyn Carmusin
MARILYN CARMUSIN

Harvey Carmusin
HARVEY CARMUSIN

TITLE: Incorporators

DATE: February 14, 1995

FILED
95 FEB 20 AM 10:20
TALLAHASSEE, FLORIDA
STATE

Having been named to accept Service of Process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with all the provisions of all statutes relative to the proper and complete performance of my duties.


(Registered Agent)

DATE: February 14, 1995



145000014353

95 MAY -2 PM 4:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 589537 9029A

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia P. [unclear]

ORDER DATE : May 1, 1995

ORDER TIME : 8:55 AM

ORDER NO. : 589537

000001470620

CUSTOMER NO: 9029A

CUSTOMER: David Chenkin, Esq.
Frank Effman & Weinberg, P.a.
Second Floor
8000 Peters Road
Plantation, FL 33324

Merger

ARTICLES OF MERGER

HARLYN SALES, INC. (HA)

INTO

HARLYN SALES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY

CONTACT PERSON: ~~Unassigned~~ *Gail Shelby*
EXAMINER'S INITIALS: _____

FILED

95 MAY -2 PM 4:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

HARLYN SALES, INC., a Massachusetts corporation not authorized to transact
business in Florida

INTO

HARLYN SALES, INC., a Florida corporation, P95000014353.

File date: May 2, 1995

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF MERGER OF HARLYN SALES, INC.,
a Massachusetts Corporation,
with and into
HARLYN SALES, INC., a Florida Corporation

FILED
95 MAY -2 PM 4:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to Section 607.1107 et seq. of the Florida Business Corporation Act for the purpose of merging HARLYN SALES, INC., a Massachusetts Corporation, with and into HARLYN SALES, INC., a Florida Corporation.

1. The Name of each of the undersigned Corporations and the State in which each is incorporated are as follows:

NAME OF CORPORATION

STATE OF INCORPORATION

HARLYN SALES, INC.
HARLYN SALES, INC.

Florida
Massachusetts

2. The name which the Surviving Corporation is to have after the merger will be "HARLYN SALES, INC."

3. The merger is permitted under the laws of the State of Florida and Massachusetts. HARLYN SALES, INC., a Florida Corporation, and HARLYN SALES, INC., a Massachusetts Corporation, have complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement and Plan of Reorganization of HARLYN SALES, INC., a Massachusetts Corporation and HARLYN SALES, INC., a Florida Corporation, (the "Agreement and Plan of

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Reorganization"), is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

5. The Unanimous Board of Directors and all of the Shareholders of HARLYN SALES, INC., a Florida Corporation, the Surviving Corporation in the merger approved and adopted the Agreement and Plan of Reorganization by written consent on March 16, 1995.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the Agreement and Plan of Reorganization were as follows:

NAME OF CORPORATION	# OF SHARES OUTSTANDING	# OF SHARES ENTITLED TO VOTE
HARLYN SALES, INC., a Florida Corporation	200	200
HARLYN SALES, INC., a Massachusetts Corporation	200	200

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

NAME OF CORPORATION	TOTAL SHARES VOTED FOR	TOTAL SHARES VOTED AGAINST
HARLYN SALES, INC., a Florida Corporation	200	None
HARLYN SALES, INC., a Massachusetts Corporation	200	None

8. The Charter of HARLYN SALES, INC., a Florida Corporation, will not be amended in conjunction with this merger.

9. The Articles of Merger and the Agreement and Plan of Reorganization incorporated herein by reference shall be effective at 11:59 P.M. on March 16, 1995, pursuant to Section 607.1107 of the Florida Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of HARLYN SALES, INC., a Florida Corporation, and HARLYN SALES, INC., Massachusetts Corporation, each thereunto duly authorized, as of the 16 day of March, 1995.

WITNESS:

HARLYN SALES, INC., a Florida Corporation

Gary S. Carmusini
Attest: Secretary

BY: Gary S. Carmusini
Gary Carmusini
Its: President

HARLYN SALES, INC., a
Massachusetts Corporation

Gary S. Carmusini
Attest: Secretary

BY: Gary S. Carmusini
Its: President

ws4/1/20
2/27/95

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

THIS AGREEMENT of MERGER and PLAN of REORGANIZATION is dated the 16 day of March, 1995, by and between HARLYN SALES, INC., a Massachusetts Corporation (hereinafter called "MASS"), and HARLYN SALES, INC., a Florida Corporation, (hereinafter called "FLORIDA").

R E C I T A L S:

WHEREAS, the Boards of Directors of MASS and FLORIDA have resolved that MASS be merged pursuant to the Business Corporation Laws of the State of Florida and Massachusetts into a single corporation existing under the laws of the State of Florida, to wit, HARLYN SALES, INC., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended ("IRC"); and

WHEREAS, the authorized capital stock of MASS consists of ¹⁵⁰⁰⁰~~200~~ Shares of Common Stock with a par value of \$1.00 per share (hereinafter called "MASS Common Stock"), of which 200 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of FLORIDA consists of 400 Shares of Common Stock with a par value of \$1.00 per share

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8000 PETERS ROAD · PLANTATION, FL 33324

(hereinafter called "FLORIDA Common Stock"), of which ²⁰⁰~~100~~ shares are issued and outstanding; and

WHEREAS, the respective Unanimous Boards of Directors and all Shareholders of MASS and FLORIDA have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree in accordance with the Business Corporation Laws of the States of Florida and Massachusetts, that MASS shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single Corporation existing under the laws of the State of Florida, to wit, HARLYN SALES, INC., which shall be the Surviving Corporation, and the Parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Recitals. The foregoing recitals are true and correct and incorporated herein by such reference.

2. Stockholder's Meetings; Filings; Effects of Merger.

2.1 MASS Stockholders' Meeting. MASS shall call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Massachusetts at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters,

adoption of this Agreement.

2.2 Action by MASS as Sole Stockholder of FLORIDA. On or before March 20, 1995, MASS, as the sole stockholder of FLORIDA, shall adopt this Agreement in accordance with the Business Corporation Law of the State of Florida.

2.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of MASS in accordance with the Business Corporation Law of the State of Florida, (b) this Agreement has been adopted by MASS, as the sole stockholder of FLORIDA, in accordance with the Business Corporation Law of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore, been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Florida and Articles of Merger shall be filed in accordance with the Business Corporation Law of the State of Massachusetts. Such filings shall be made on the same day. The Merger shall become effective at 11:59 P.M. on the calendar day following the date of such filing in Florida, which date and time are herein referred to as the "Effective Date".

2.4 Certain Effects of Merger. On the Effective Date, the separate existence of MASS shall cease, and shall be merged into FLORIDA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of MASS; and all and

singular, the rights, privileges, powers, and franchises of MASS, and all property, real, personal, and mixed, and all debts due to MASS on whatever account, as well for stock subscriptions and all other things in action or belonging to MASS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of MASS, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Massachusetts or any other jurisdiction in MASS shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of MASS shall be preserved unimpaired, and all debts, liabilities and duties of MASS shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of MASS or the corresponding officers of the Surviving Corporation, may, in the name of MASS, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to best, perfect, or confirm in the Surviving Corporation title to and possession of all MASS property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation: Certificate of Incorporation: By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be HARLYN SALES, INC.

3.2 Certificate of Incorporation. The Certificate of Incorporation of FLORIDA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-Laws of FLORIDA, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of MASS and the nature and amount of securities of FLORIDA which the holders of shares of MASS Common Stock are to receive in exchange for such shares are as follows:

4.1 MASS Common Stock. Each one share of MASS Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of FLORIDA Common Stock, and outstanding certificates representing shares of MASS Common Stock shall thereafter represent shares of FLORIDA Common Stock. Such certificates may, but need not be, exchanged by the holders

thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4.2 FLORIDA Common Stock Held by MASS. All issued and outstanding shares of FLORIDA Common Stock held by MASS immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such share shall be cancelled.

5. Termination/Abandonment of Merger. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of MASS, if the Board of Directors of MASS or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

6. Miscellaneous Provisions.

6.1 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being notices. However if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by giving notice thereof to all other Parties) then such notice shall be deemed given on the date that

it is turned over to the custody of the United States Postal Service.

6.2 Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

6.3 Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

6.4 Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

6.5 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.

6.6 Completeness and Modification. This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

6.7 Severability. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

6.8 Governing Law/Venue/Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court or federal court located in Broward County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses set forth in this Agreement.

6.9 Construction. Each Party has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.

6.10 Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the Stockholders and the Corporation. The Stockholders and all of those succeeding to interest under them agree, respectively, to make, execute and deliver any documents necessary to carry out this Agreement.

6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date referenced above.

WITNESS:

HARLYN SALES, INC., a Florida Corporation

Gary S. Carmine
Sec.

BY: Gary S. Carmine
President

HARLYN SALES, INC., a Massachusetts Corporation

Gary S. Carmine
Sec.

BY: Gary S. Carmine
President

ws4/1/21.1
2/27/95

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS
OF HARLYN SALES, INC.

THE UNDERSIGNED, being all the Directors and all of the Shareholders of HARLYN SALES, INC., a Florida Corporation, ("Corporation"), pursuant to Sections 607.0821 and 607.0704, due hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements for notice; and do hereby consent in writing to the adoption of the following Resolutions:

RESOLVED, That the Board of Directors of the Corporation hereby determines that the merger of this Corporation with HARLYN SALES, INC., a Massachusetts Corporation ("MASSACHUSETTS"), upon the terms set forth in this Agreement of Merger and Plan of Reorganization attached hereto as Exhibit "A" and incorporated herein by such reference, is in the best interests of this Corporation and is recommended as acceptable to the stockholders;

FURTHER RESOLVED, that the form and contents of the draft of the Agreement of Merger and Plan of Merger and Reorganization, to be entered into between this Corporation and MASSACHUSETTS presented to this meeting is hereby approved and adopted; and

FURTHER RESOLVED, that the Chairman of the Board, the President, or any Vice President and the Secretary or an Assistant Secretary of this Corporation, are authorized and directed in the name and on behalf of the Corporation and under its Corporate seal to execute and deliver the Agreement of Merger and Plan of Reorganization attached hereto as Exhibit "A" and incorporated herein by such reference, their execution thereof to be conclusive evidence of such approval; and

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FURTHER RESOLVED, that the proper officers of this Corporation be and hereby are authorized and directed to file Articles of Merger in the States of Florida and Massachusetts, and such other certificates or documents as may be necessary or desirable to effectuate the Merger; and

FURTHER RESOLVED, that the proper officers of this Corporation be, and they hereby are, authorized and directed to take such additional action as may be necessary or desirable to effect the intent of the foregoing Resolutions.

DIRECTORS:

Harvey Carmusini
Maurice C. Carmusini

SHAREHOLDERS:

Harvey Carmusini CEO
HARLYN SALES INC-MASS.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS
OF HARLYN SALES, INC.

THE UNDERSIGNED, being all the Directors and all of the Shareholders of HARLYN SALES, INC., a Massachusetts Corporation, ("Corporation"), pursuant to Section 78 of Chapter 156B, due hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements for notice; and do hereby consent in writing to the adoption of the following Resolutions:

RESOLVED, That the Board of Directors of the Corporation hereby determines that the merger of this Corporation with HARLYN SALES, INC., a Florida Corporation ("FLORIDA"), upon the terms set forth in this Agreement of Merger and Plan of Reorganization attached hereto as Exhibit "A" and incorporated herein by such reference, is in the best interests of this Corporation and is recommended as acceptable to the stockholders;

FURTHER RESOLVED, that the form and contents of the draft of the Agreement of Merger and Plan of Merger and Reorganization, to be entered into between this Corporation and FLORIDA, presented to this meeting is hereby approved and adopted; and

FURTHER RESOLVED, that the Chairman of the Board, the President, or any Vice President and the Secretary or an Assistant Secretary of this Corporation, are authorized and directed in the name and on behalf of the Corporation and under its Corporate seal to execute and deliver the Agreement of Merger and Plan of Reorganization attached hereto as Exhibit "A" and incorporated herein by such reference, their execution thereof to be conclusive evidence of such approval; and

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FURTHER RESOLVED, that the actions of the officers of the Corporation in causing the incorporation of FLORIDA with an original capitalization of 400 shares of capital stock with a par value of \$1.00 each, are hereby ratified and approved and the appropriate officers are authorized to give this Corporation's approval as sole stockholder of FLORIDA of the Agreement of Merger and Plan of Reorganization; and

FURTHER RESOLVED, that the Agreement of Merger and Plan of Reorganization be submitted to the Stockholders of this Corporation at a special meeting of stockholders for the purpose of acting on the Agreement of Merger and Plan of Reorganization and such other matters as may properly come before such meeting; and that the proper officers of the Corporation be, and they are, authorized and directed to take such action as may be necessary or desirable to convene such meeting at the earliest practicable date; and

FURTHER RESOLVED, that the stockholders of MASS and the proper officers of the Corporation be and hereby are, authorized and directed to file Articles of Merger in the States of Florida and Massachusetts, and such other certificates or documents as may be necessary or desirable to effectuate the Merger; and

FURTHER RESOLVED, that the proper officers of this Corporation be, and they hereby are, authorized and directed to take such additional action as may be necessary or desirable to effect the intent of the foregoing Resolutions.

DIRECTORS:

Harvey Carmus
Marilyn C. Carmus

SHAREHOLDERS:

Harvey Carmus CEO
HARVEY SALES, INC., MASS
Marilyn C. Carmus