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MERGER OR SHARE EXCHANGE

VECTOR PRODUCTS, INC.

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ARTICLES OF MERGER

BDV ACQUISITION SUB, INC., a Florida corporation (the "Merger Sub"), and VECTOR PRODUCTS, INC., a Florida corporation ("Vector") (collectively, the "Constituent Corporations"), submit the following Articles of Merger in accordance with Section 607.1105 of the Florida Business Corporation Act.

ARTICLE I
CONSTITUENT CORPORATIONS

The exact name, street address of its principal office, jurisdiction, and document number for each Constituent Corporation are as follows:

Name and Street Address

Jurisdiction

BDV Acquisition Sub, Inc.
701 East Joppa Road
Towson, Maryland 21286

Florida

Florida Document Registration Number: P06000027639

Name and Street Address

Jurisdiction

Vector Products, Inc.
4140 SW 28th Way
Fort Lauderdale, Florida 33312

Florida

Florida Document Registration Number: P95000067661

The name and jurisdiction of the surviving corporation following the transactions contemplated by these Articles of Merger and the attached Plan of Merger is Vector Products, Inc., a Florida corporation (the "Surviving Corporation").

ARTICLE II
APPROVAL AND ADOPTION OF PLAN OF MERGER

The attached Plan of Merger set forth on Exhibit A hereto meets the requirements of Section 607.1101 of the Florida Business Corporation Act, and was duly adopted and approved by the shareholders of Vector on February 27, 2006 and by the sole shareholder of the Merger Sub on February 28, 2006, respectively.

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**ARTICLE III
AUTHORITY UNDER LAWS**


The merger is permitted under the Florida Business Corporation Act and is not prohibited by the bylaws or articles of incorporation of any Constituent Corporation that is a party to this merger.

**ARTICLE IV
EFFECTIVE DATE**


The merger shall become effective on the date these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, constituting the duly authorized officers of each of the Constituent Corporations, have executed these Articles of Merger on behalf of each of the Constituent Corporations.

BDV ACQUISITION SUB, INC.,
a Florida corporation

By 
Thomas D. Koos
President

VECTOR PRODUCTS, INC.,
a Florida corporation

By 
Print: MICHAEL KAMELEN
Its: President

APPENDIX A

Plan of Merger

THIS PLAN OF MERGER ("Plan") summarizes the terms of the proposed merger (the "Merger") of Vector Products, Inc., a Florida corporation ("Vector"), and BDV Acquisition Sub, Inc., a Florida corporation and a subsidiary of The Black & Decker Corporation ("Merger Sub" and, together with Vector, the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger in accordance with Sections 607.1101 et seq. of the Florida Business Corporation Act.

1. **Surviving Corporation.** At the Effective Time (as defined herein), Merger Sub shall be merged into Vector and Vector shall be the surviving corporation (the "Surviving Corporation") and its existence shall continue unaffected by the Merger.

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of the Surviving Corporation shall be the Articles of Incorporation and Bylaws of Merger Sub in effect prior to the Merger, respectively, from and after the Effective Time until further amended as permitted by law.

3. **Directors and Officers.** The directors and officers of Merger Sub immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time until their successors have been duly elected, appointed or qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

4. **Merger Consideration.**

(a) At the Effective Time, by virtue of the Merger and without any further action by the parties, each outstanding share of common stock, \$.01 par value per share, of Vector (the "Common Shares") (other than Common Shares held by shareholders who have elected to assert their appraisal rights) shall be converted into the right to receive an amount of cash determined in the manner provided in Section 4(b) of this Plan and shall cease to be outstanding, shall be cancelled and retired and shall cease to exist and the holders of Common Shares shall cease to have any rights with respect thereto; and each outstanding option to purchase or acquire Common Shares (the "Options") shall be converted into the right to receive an amount of cash determined in the manner provided in Section 4(b) of this Plan and shall be terminated upon the delivery by the holders of Options of an option termination agreement, and the holders thereto shall cease to have any rights with respect to such Options except the right to receive the per share consideration therefor upon the delivery of the option termination agreement; and

(b) Each holder of Common Shares and each holder of Options shall be entitled to receive a portion of the merger consideration as follows: (A) an amount equal to the Conversion Price multiplied by the number of Common Shares and Options owned by such holder (less, in the case of Options, applicable holding and payroll taxes) and (B) the right to receive such holder's Pro Rata Percentage of certain amounts of contingent merger

consideration, to the extent such amounts have not been reduced either due to balance sheet adjustments or indemnification obligations of Vector.

"Adjusted Common Shares Outstanding" shall mean the sum of the Common Shares outstanding as of the Effective Time plus the number of Common Shares for which Options outstanding as of the Effective Time are exercisable.

"Conversion Price" shall mean the amount determined by dividing the Initial Cash Consideration by the Adjusted Common Shares Outstanding.

"Debt" shall mean (in each case whether such obligation is of full or limited recourse) any and all obligations of Vector (a) for borrowed money, (b) in respect of the deferred purchase price for any property or services, (c) contingently or otherwise, under any guarantees of obligations of another person, (d) any other items required to be reported as short-term or long-term debt on a balance sheet prepared in accordance with GAAP, including without limitation lines of credit and revolving credit facilities, and (e) all interest, penalties, late fees and prepayment penalties (assuming payment of such Debt as of the date of determination) due with respect to any of the foregoing, all as determined in accordance with GAAP; provided, however, that Debt shall not include (i) obligations of Vector under capital leases, which shall not exceed \$105,804, (ii) cash overdrafts created in the ordinary course of business, (iii) trade accounts payable reflected on the estimated closing balance sheet or (iv) other expenses accrued on the estimated closing balance sheet.

"Initial Cash Consideration" shall equal \$160,000,000 less the sum of the following amounts as they exist at the closing of the Merger: (i) the amount of Debt of the Company outstanding as of the closing of the Merger; (ii) \$2,045,474, the amount of any fees owed Goldman Sachs & Co. as a result of the closing of the Merger; (iii) \$300,000, which represents the estimate of the unbilled fees owed to Venable LLP with respect to the Merger; (iv) \$5,350,283, which represents the aggregate amount of bonuses of certain employees and consultants of the Company at the Closing of the Merger plus the payroll taxes and 401(k) contributions payable by the Surviving Corporation associated with the payment of the such bonuses; (v) \$196,287, which represents the withholding and payroll taxes and 401(k) contributions payable by the Surviving Corporation associated with the payment of the Merger consideration payable to the holders of Options who are employees at the time of the closing (vi) \$10,000,000, of which \$2,000,000 shall comprise the "Closing Holdback" and \$8,000,000 shall comprise the "Indemnity Holdback;" and (vii) \$964,473, which shall comprise the "Expense Holdback."

"Pro Rata Percentage" shall mean, in the case of each holder of Common Shares or Options, a number that is determined by a fraction, the numerator of which is the number of Common Shares plus the number of Common Shares for which Options owned by such holder at the Effective Time are exercisable, and the denominator of which is the Adjusted Common Shares Outstanding.

(c) Each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter evidence one share of common stock, \$.01 par value per share, of Vector.

5. **Filing with the Florida Department of State and Effective Time.** Upon the closing of the Merger, Vector and Merger Sub shall cause their respective President (or Vice President) to execute Articles of Merger, to which this Plan shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Department of State. In accordance with Section 607.1105 of the Florida Business Corporation Act, the Articles of Merger shall specify the "Effective Time," which shall be upon acceptance of such Articles of Merger for record by the Florida Department of State.

6. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by Vector or Merger Sub by action taken by their respective board of directors, to the extent the waiving corporation is, or its shareholders are, entitled to the benefit of the term being waived, and may be amended or modified in whole or in part at any time by an agreement of Vector and Merger Sub in writing executed in the same manner as the Plan of Merger (but not necessarily by the same persons), provided that at any time after approval of the Plan of Merger by the shareholders of Vector or the shareholder of Merger Sub, such amendment is done in accordance with Section 607.1103 of the Florida Business Corporation Act.

7. **Termination.** At any time before the Effective Time, this Plan may be terminated and the Merger abandoned by mutual consent of the board of directors of Vector and Merger Sub, notwithstanding the prior adoption and approval of the Merger by the shareholders of Vector.

8. **Authorization.** The board of directors and the proper officers of Vector and Merger Sub, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger herein provided for.