

P970000009888

McCARTHY, LEBIT, CRYSTAL & HAIMAN CO., L.P.A.

ATTORNEYS AND COUNSELORS AT LAW

\*DANIEL R. McCARTHY  
LARRY CRYSTAL  
IRWIN S. HAIMAN  
\*\*KENNETH B. LIFFMAN  
\*\*MARK B. COHN  
\*\*JOHN S. SEICH  
\*\*\*ROBERT S. BALANTZOW  
KIMON P. KARAS  
DAVID A. SCHAEFER  
DAVID L. ROSENZWEIG  
†PAMELA N. HULTIN  
CHARLES P. ROYER  
JOSEPH M. MENTREK  
IRENE M. MacDOUGALL  
RICHARD A. RABB  
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1800 MIDLAND BUILDING  
101 PROSPECT AVENUE, WEST  
CLEVELAND, OHIO 44115-1088  
TELEPHONE (216) 696-1422  
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SHEILA M. McCARTHY  
\*THOMAS W. OSTROWSKI  
CHARLENE R. MILET  
HOWARD J. BOBROW  
JOSHUA B. NATHANSON  
JULIE L. JUERGENS

EDWARD A. LEBIT (1936-1988)

\*Also admitted to practice  
in District of Columbia  
\*\*Also admitted to practice  
in Florida  
\*\*\*Also admitted to practice  
in Florida and Michigan  
†Also admitted to practice  
in Colorado and  
District of Columbia  
-Also admitted to practice  
in New York

March 26, 1997

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

Re: Articles of Merger and Plan of Merger by and between Brinn's China & Glassware Co., Inc., a Pennsylvania Corporation with and into Brinn's Corporation, a Florida Corporation

Dear Sir/Madam:

Enclosed herewith you will find an original and one (1) copy of the above-captioned Articles of Merger and Plan of Merger. Please send acknowledgment of the filing of the Articles of Merger and Plan of Merger to me at the above-captioned address.

Should you have any questions or comments, please contact me.

Thank you.

Sincerely,

Larry Crystal

LC/pjh  
Enclosure

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\*\*\*122.50 \*\*\*122.50

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97 MAR 31 PM 3:44  
DIVISION OF CORPORATIONS

FILED

97 APR -9 AM 9:22

SECRET  
TALLAHASSEE, FLORIDA

SH 4/10  
Huger



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

April 3, 1997

Larry Crystal  
McCarthy, Lebit et al  
101 Prospect Ave., W., 1800 Midland Bldg  
Cleveland, OH 44115-1088

SUBJECT: BRINNBERRY CORPORATION  
Ref. Number: P97000009888

This will acknowledge receipt of your correspondence which is being returned for the following reason(s):

The fee to file articles of merger is \$35 per party to the merger. Please add an additional \$52.50 for each certified copy requested.

The referenced Exhibit C was not attached. On page 1, section 1.2 (b) of the Plan of Merger, it states that the surviving corporation shall be BRINN'S CHINA & GLASSWARE CO., INC.. Please correct this to show BRINNBERRY CORPORATION as the survivor.

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

If you have any questions concerning the filing of your document, please call (904) 487-6908.

Steven Harris  
Corporate Specialist

Letter Number: 897A00016790

McCARTHY, LEBIT, CRYSTAL & HAIMAN CO., L.P.A.

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in Florida

\*\*\*Also admitted to practice  
in Florida and Michigan

†Also admitted to practice  
in Colorado and  
District of Columbia

-Also admitted to practice  
in New York

April 8, 1997

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314  
ATTN: Steven Harris  
Corporate Specialist

In re: Brinnberry Corporation  
Reference Number P97000009888

Dear Mr. Harris:

Enclosed herewith you will find the following:

1. A copy of your letter of April 3, 1997.
2. An original and one (1) copy of Articles of Merger and Plan of Merger by and between Brinn's China & Glassware Co., Inc., a Pennsylvania corporation with and into Brinnberry Corporation, a Florida corporation.
3. Our check payable to Florida Department of State in the amount of \$122.50, being \$35 per party to the merger and an additional \$52.50 for one (1) certified copy.

We have attached Exhibit C as requested by your letter.

You indicated in your reference to Section 1.2(b) of the Plan of Merger, that we should correct that Section to show Brinnberry Corporation as the survivor. Please be advised, that while Brinnberry Corporation is the surviving corporation, we want the surviving corporation to take the name of the merging corporation, being Brinn's China & Glassware Co., Inc., and for this reason, we have not changed this Section.

Florida Department of State  
April 8, 1997  
Page -2-

If you still have any problem with recording the documents, instead of returning them to me, would you please be so kind as to call me at (216) 696-1422.

I appreciate your assistance with respect to this matter.

Thank you.

Sincerely,



Larry Crystal

LC/pjh  
Enclosures

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

BRINN'S CHINA & GLASSWARE CO., INC., a Pennsylvania corporation not  
qualified in Florida

INTO

BRINNBERRY CORPORATION which changed its name to

**BRINN'S CHINA & GLASSWARE CO., INC.,** a Florida corporation,  
P97000009888

File date: April 9, 1997

Corporate Specialist: Steven Harris

**ORIGINAL**

ARTICLES OF MERGER  
and  
PLAN OF MERGER  
by and between  
BRINN'S CHINA & GLASSWARE CO., INC.,  
A Pennsylvania Corporation  
with and into  
BRINNBERRY CORPORATION,  
A Florida Corporation

FILED  
97 APR -9 AM 9:29  
SECTION OF STATE  
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act, hereby execute and submit the following Articles of Merger:

ARTICLE I

**Names**

1.1 Pursuant to the Plan and Agreement of Reorganization by Merger of Brinn's China & Glassware Co., Inc., a Pennsylvania Corporation, With and Into Brinnberry Corporation, a Florida Corporation (the "Merger Agreement"), attached hereto as Exhibit "A" and fully incorporated herein, Brinn's China & Glassware Co., Inc. is the merging corporation pursuant to said Merger Agreement, and Brinnberry Corporation is the surviving corporation pursuant to said Merger Agreement.

ARTICLE II

**Applicable Law**

2.1 The undersigned Brinn's China & Glassware Co., Inc. and Brinnberry Corporation hereby warrant that the laws of both Pennsylvania and Florida, respectively, the state under which each of the aforementioned corporations are organized, permit said merger, and that the undersigned corporations are in complete compliance with those laws in effecting said merger.

### ARTICLE III

#### **Plan of Merger**

3.1 The Plan of Merger is set forth in detail in the Merger Agreement, attached hereto as Exhibit "A", and sets forth in detail the terms and conditions of said merger, and the manner and basis of converting the shares of Brinn's China & Glassware Co., Inc., the merging corporation, into shares of Brinnberry Corporation, the surviving corporation.

### ARTICLE IV

#### **Effective Date of Merger**

4.1 The effective date of merger shall be such date when the Articles of Merger are filed with the Department of State of Florida pursuant to Section 607.1107 of the Florida Business Corporation Act.

### ARTICLE V

#### **Shareholder Approval**

5.1 Shareholder approval was obtained from the shareholders of Brinnberry Corporation by virtue of an Action by Unanimous Written Consent of the Shareholders pursuant to Section 607.0704 of the Florida Business Corporation Act, which is attached hereto as Exhibit "B," and fully incorporated herein.

5.2 Shareholder approval was obtained from the shareholders of Brinn's China & Glassware Company Co., Inc. by virtue of an Action by Unanimous Written Consent of the Shareholders pursuant to Title 15, Section 1766 of the Pennsylvania Consolidated Statutes, which is attached hereto as Exhibit "C," and fully incorporated herein.

ARTICLES VI

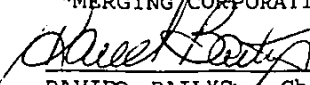
**Dates of Adoption**

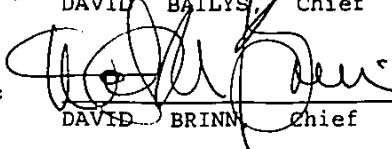
6.1 The Merger Agreement was adopted by the Shareholders and Board of Directors of Brinn's China & Glassware Co., Inc. on February 28, 1997.

6.2 The Merger Agreement was adopted by the Shareholders and Board of Directors of Brinnberry Corporation on February 28, 1997.

First signed this 28 day of February, 1997.

BRINN'S CHINA & GLASSWARE CO., INC.  
"MERGING CORPORATION"

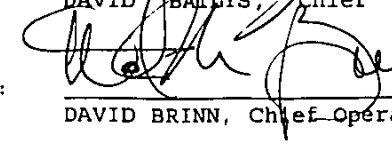
By:   
DAVID BAILYS, Chief Executive Officer

And By:   
DAVID BRINN, Chief Operating Officer

Dated: February 28, 1997

BRINNBERRY CORPORATION  
"SURVIVING CORPORATION"

By:   
DAVID BAILYS, Chief Executive Officer

And By:   
DAVID BRINN, Chief Operating Officer

Dated: February 28, 1997



**PLAN AND AGREEMENT OF REORGANIZATION**  
by Merger of  
**BRINN'S CHINA & GLASSWARE CO., INC.,**  
a Pennsylvania corporation  
with and into  
**BRINNBERRY CORPORATION,**  
a Florida corporation

FILED  
97 APR -9 AM 9:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This is a Plan and Agreement of Merger ("Agreement") by and between BRINN'S CHINA & GLASSWARE CO., INC., a Pennsylvania corporation (the "Merging Corporation"), and BRINNBERRY CORPORATION, a Florida corporation (the "Surviving Corporation") (the Merging Corporation and the Surviving Corporation are jointly referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the maximum number of shares which Brinn's is authorized by its Articles of Incorporation to issue is Two Thousand (2,000) shares, having a par value of One Hundred Dollars (\$100.00) per share, of which One Thousand (1,000) are common voting stock, three hundred fourteen (314) shares of which are now issued and outstanding, and One Thousand (1,000) of which are common non-voting shares, one (1) of which is now issued and outstanding; and

WHEREAS, the maximum number of shares which the Surviving Corporation is authorized by its Articles of Incorporation to issue is two thousand (2,000) without par value, of which One Thousand (1,000) are common voting stock, three hundred fourteen (314) shares of which are now issued and outstanding and One Thousand (1,000) of which are common non-voting shares, one (1) of which is now issued and outstanding; and

WHEREAS, the Board of Directors and the shareholders of the Constituent Corporations have determined that there is no longer a valid business purpose for continuing their operations through separate operations.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Corporations have agreed and do hereby agree, to merge upon the terms and conditions provided herein.

ARTICLE 1

**Effective Date**

1.1 The effective date of merger shall be such date when the Articles of Merger are filed with the Department of State of Florida pursuant to Section 607.1107 et. seq. of the Florida Business Corporation Act (the "Effective Date").

PLAN ADOPTED

1.2 A plan of merger by and between the Merging Corporation and the Surviving Corporation, pursuant to the provisions of Title 15 of the Pennsylvania Consolidated Statutes, Section 607.1107 of the Florida Business Corporation Act, and Section 368(a)(2)(E) of the Internal Revenue Code, is adopted as follows:

the property of each Constituent Corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with its own assets.

(e) All the shares of stock of the Merging Corporation issued and outstanding immediately prior to the Effective Date shall thereupon be retired pursuant to said merger.

(f) All shares of common stock of the Surviving Corporation issued and outstanding immediately prior to the effective date shall, upon the effective date, by virtue of the merger and without any action on the part of the holder thereof, collectively remain issued and outstanding, and accordingly the Surviving Corporation will have issued and outstanding Three Hundred Fourteen (314) shares of no par value voting common stock, and one (1) share of no par value non-voting common stock subsequent to the Effective Date.

(g) The Articles of Incorporation of the Surviving Corporation shall continue in full force as the Articles of the Surviving Corporation until amended, altered, or repealed as provided in the Articles or as provided by law.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND THE SURVIVING CORPORATION

The term "Shareholders" as used in this Article 2 refers to The Rein Family Trust and David Brinn, the shareholders of the Surviving Corporation.

Whenever the term "best of knowledge and belief" is used in this Agreement, the same shall, with respect to the Shareholders, be limited to their actual knowledge and belief.

As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations under this Agreement, the Surviving Corporation and the Shareholders represent and warrant to the Merging Corporation as follows:

#### 2.1 Organization, Corporate Power, and Capital Structure.

(a) Organization and Corporate Power. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is not, to the best of the Shareholders' knowledge and belief, required to be registered or qualified as a foreign corporation in any other jurisdiction. To the best of the Shareholders' knowledge and belief, the Surviving Corporation has the necessary power and authority (corporate and other) to own or lease its assets, to carry on the business in which it is engaged, and to execute and deliver and carry out the transactions contemplated by this Agreement, subject only to obtaining the requisite approvals and consents.

#### (b) Capital Structure.

(i) The Surviving Corporation has an authorized capitalization of Two Thousand (2,000) shares of no par value common stock (the "Shares of the Surviving Corporation"), One Thousand (1,000) shares of which are common voting stock, Three Hundred Fourteen (314) of which are issued and outstanding, and One Thousand (1,000) shares are common non-voting shares, One (1) of which is issued and outstanding. All of the Shares of the Surviving Corporation are owned of record and beneficially by the Shareholders. The Shares

(ii) Except for the Shares of the Surviving Corporation, there are no shares of stock or other equity securities or interests of the Surviving Corporation issued or outstanding. Except for this Agreement, there are no outstanding options, warrants or rights to purchase or acquire any shares of the Stock or other equity securities or interests of the Surviving Corporation and there are no contracts, commitments, agreements, understandings, arrangements or restrictions relating to ownership or voting of the Shares of the Surviving Corporation.

2.2 Due Authorization; Effect of Transaction. No provisions of the Surviving Corporation's Articles of Incorporation or bylaws, or of any agreement, instrument or understanding, or any judgment, decree, rule or regulation, to which the Surviving Corporation is a party or by which it is bound, has been or will be violated by the execution and delivery by the Surviving Corporation of this Agreement or the performance or satisfaction of any agreement or condition herein contained upon its part to be performed or satisfied, and all requisite corporate and other authorizations have been duly obtained. This Agreement and all other agreements and documents relating to this transaction will, upon execution and delivery, be legal, valid and binding obligations of the Surviving Corporation and the Shareholders, enforceable in accordance with their terms. The Surviving Corporation is not in default in the performance, observance or fulfillment of any of the terms or conditions of its Articles of Incorporation or bylaws.

### ARTICLE 3

#### REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS AND THE MERGING CORPORATION

The term "Shareholders" as used in this Article 3 refers to the Rein Family Trust and David Brinn, the shareholders of the Merging Corporation.

Whenever the term "best of knowledge and belief" is used in this Agreement, the same shall, with respect to the Shareholders, be limited to their actual knowledge and belief.

As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation and the Shareholders represent and warrant to the Surviving Corporation as follows:

3.1 Organization, Corporate Power, and Capital Structure.

(a) Organization and Corporate Power. The Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and is not, to the best of the Shareholders' knowledge and belief, required to be registered or qualified as a foreign corporation in any other jurisdiction. To the best of the Shareholders' knowledge and belief, the Merging Corporation has the necessary power and authority (corporate and other) to own or lease its assets, to carry on the business in which it is engaged, and to execute and deliver and carry out the transactions contemplated by this Agreement, subject only to obtaining the requisite approvals and consents.

(b) Capital Structure.

(i) The Merging Corporation has an authorized capitalization of Two Thousand (2,000) shares of One Hundred Dollar (\$100.00) par value stock (the "Shares of the Merging Corporation"), One Thousand (1,000) of which are common voting stock, Three Hundred Fourteen (314) of which are issued and outstanding, and One Thousand (1,000) of which are

other agreements, arrangements, contracts, commitments, understandings or obligations, whether written or oral.

(ii) Except for the Shares of the Merging Corporation, there are no shares of stock or other equity securities or interests of the Merging Corporation issued or outstanding. Except for this Agreement, there are no outstanding options, warrants or rights to purchase or acquire any shares or other equity securities or interests of the Merging Corporation and there are no contracts, commitments, agreements, understandings, arrangements or restrictions relating to ownership or voting of the Shares of the Merging Corporation.

3.2 Due Authorization; Effect of Transaction. No provisions of the Merging Corporation's Articles of Incorporation or bylaws, or of any agreement, instrument or understanding, or any judgment, decree, rule or regulation, to which the Merging Corporation is a party or by which it is bound, has been or will be violated by the execution and delivery by the Merging Corporation of this Agreement or the performance or satisfaction of any agreement or condition herein contained upon its part to be performed or satisfied, and all requisite corporate and other authorizations have been duly obtained. This Agreement and all other agreements and documents relating to this transaction will, upon execution and delivery, be legal, valid and binding obligations of the Merging Corporation and the Shareholders, enforceable in accordance with their terms. The Merging Corporation is not in default in the performance, observance or fulfillment of any of the terms or conditions of its Articles of Incorporation or bylaws.

#### ARTICLE 4

##### DIRECTORS AND OFFICERS

###### **Directors and Officers of Surviving Corporation**

4.1 On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Directors:

DAVID BRINN  
DAVID BAILYS  
EARL AUSSENBERG  
WILLIAM F. REIN

(b) Officers:

Chief Executive Officer	- DAVID BAILYS
Chief Operating Officer	- DAVID BRINN
Vice President and Secretary	- BEVERLY BRINN
Vice President and Treasurer	- ROBERT FULLERTON
President of NAPCO and INARCO Divisions	- DAVID BAILYS
President of the Brinn Division	- DAVID BRINN
Vice President	- FRED BAILYS
Vice President - Operations	- DAVID REIN
Vice President - Finance	- GARY STUTZMAN

#### ARTICLE 5

##### ARTICLES AND BYLAWS

5.1 The Articles of Incorporation of the Surviving Corporation shall be the Articles of

ARTICLE 6  
STATUTORY AGENT

Robert C. Fullerton, whose address is 7800 Bayberry Road, Jacksonville, Florida 32256, shall be the Statutory Agent upon whom any process, notice and demand required as permitted by statute to be served upon the Surviving Corporation in the State of Florida may be served.

ARTICLE 7  
SUBMISSION TO SHAREHOLDERS AND FILING

This Agreement shall be submitted separately to the shareholders of the Constituent Corporations in the manner provided by the laws of the States Pennsylvania and Florida, respectively. The Surviving Corporation hereby warrants that it will cause the proper documents to be filed with both the Florida Department of State and the Pennsylvania Department of State.

ARTICLE 8  
MISCELLANEOUS CLAUSES

8.1 (a) Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission, or sent by certified, registered, or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission or, if mailed, five (5) days after the date of deposit in the United States mail, as follows:

(i) If to either of the Constituent Corporations to:

Brinn's China & Glassware Co., Inc.  
7800 Bayberry Road  
Jacksonville, Florida 32256  
Attn: Robert C. Fullerton

with a copy to:

McCarthy, Lebit, Crystal  
& Haiman Co., LPA  
1800 Midland Building  
101 Prospect Avenue, West  
Cleveland, OH 44115-1088  
Attn: Daniel R. McCarthy, Esq.

Any party may, by notice given in accordance with this Section to the other party, designate another address or person for receipt of notices hereunder.

(b) This Agreement contains the entire agreement amongst the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, except as otherwise set forth herein.

(c) This Agreement may be amended, and the terms hereto may be waived, only by a written instrument signed by the parties hereto and, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be.

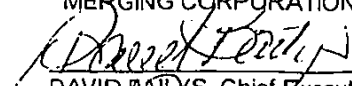
(f) This Agreement may be executed by the parties hereto manually or by facsimile signatures in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereto each signed by less than all, but together signed by all of the parties hereto.

(g) The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement to be executed by its officers hereunto duly authorized as of the date set forth below.

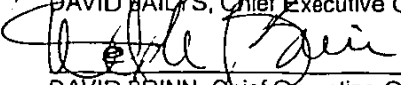
BRINN'S CHINA & GLASSWARE CO., INC.  
"MERGING CORPORATION"

By:

  
DAVID BAILYS, Chief Executive Officer

And

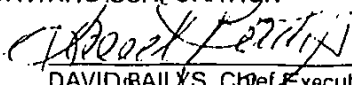
By:

  
DAVID BRINN, Chief Operating Officer

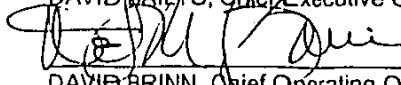
Dated: February 28, 1997

BRINNBERRY CORPORATION  
"SURVIVING CORPORATION"

By:

  
DAVID BAILYS, Chief Executive Officer

And By:

  
DAVID BRINN, Chief Operating Officer

Dated: February 28, 1997

"SHAREHOLDERS"

THE REIN FAMILY TRUST

By:

  
DANIEL R. MCCARTHY, Trustee

Dated: February 28, 1997

  
DAVID BRINN, Individually

Dated: February 28, 1997

JOINT ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE SHAREHOLDERS AND BOARD OF DIRECTORS OF  
BRINNBERRY CORPORATION

Pursuant to the authority contained in Florida Statutes Sections 607.0704 and 607.0821, respectively, the undersigned, being all of the Shareholders and the members of the Board of Directors of BRINNBERRY CORPORATION (the "Corporation"), do hereby take and adopt the following action without a meeting:

**WHEREAS**, negotiations have been taking place on an ongoing basis with the Shareholders and Board of Directors of Brinn's China & Glassware Co., Inc. ("Brinns China"), a Pennsylvania corporation; and

**WHEREAS**, it is deemed in the best interest of the Corporation that it be the Surviving Corporation in a merger with Brinn's China; and

**NOW, THEREFORE**, be it:

**RESOLVED:** That the Chief Executive Officer and the Chief Operating Officer of the Corporation are hereby authorized to execute a certain Plan and Agreement of Reorganization by merger of Brinn's China, with and into the Corporation.

**RESOLVED FURTHER:** That pursuant to such Plan and Agreement of Reorganization, the Board of Directors of the Corporation, as surviving corporation to the aforementioned transaction, shall be David Brinn, David Bailys, Earl Aussenberg and William F. Rein, and that the officers of this corporation shall be:

Chief Executive Officer	-	David Bailys
Chief Operating Officer	-	David Brinn
Vice President/Secretary	-	Beverly Brinn
Vice President/Treasurer	-	Robert Fullerton
Vice President	-	Fred Bailys
Vice President-Operations	-	David Rein
Vice President-Finance	-	Gary Stutzman

**RESOLVED FURTHER**, That the Officers authorized to execute the Plan and Agreement of Reorganization are further authorized to execute such additional documents as may be authorized by counsel to the Corporation to carry out the terms of this action.

SHAREHOLDERS:

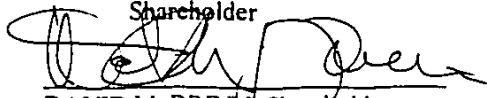
Dated: February 28, 1997

THE REIN FAMILY TRUST


by:

Daniel R. McCarthy, Trustee


Shareholder

  
DAVID M. BRINN, Shareholder

DIRECTORS:

  
EARL AUSSENBERG, Director

  
DAVID M. BAILEY, Director

  
DAVID M. BRINN, Director

  
WILLIAM F. REIN, Director



JOINT ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE SHAREHOLDERS AND BOARD OF DIRECTORS OF  
BRINN'S CHINA & GLASSWARE CO., INC.

Pursuant to the authority contained in Pennsylvania 15 Consolidated Statutes Sections 1766 and 1727, respectively, the undersigned, being all of the Shareholders and the members of the Board of Directors of BRINN'S CHINA & GLASSWARE CO., INC. (the "Corporation"), do hereby take and adopt the following action without a meeting:

**WHEREAS**, negotiations have been taking place on an ongoing basis with the Shareholders and Board of Directors of the Corporation and Brinnberry Corporation, a Florida corporation; and

**WHEREAS**, it is deemed in the best interest of this corporation that it be the Merging Corporation in a merger with Brinnberry Corporation; and

**NOW, THEREFORE**, be it:

**RESOLVED**, that the Chief Executive Officer and the Chief Operating Officer of this Corporation are hereby authorized to execute a certain Plan and Agreement of Reorganization By Merger of this Corporation with and into Brinnberry Corporation; and

**RESOLVED FURTHER**, that the Chief Executive Officer and the Chief Operating Officer are authorized to execute the Plan and Agreement of Reorganization are further authorized to execute such additional documents as may be authorized by counsel to this Corporation to carry out the terms of this action.

SHAREHOLDERS

Dated: February 8, 1997

THE REIN FAMILY TRUST

by:

Daniel R. McCarthy, Trustee, Shareholder

DAVID M. BRINN, Shareholder

DIRECTORS

DAVID M. BRINN, Director

WILLIAM F. REIN, Director

EARL AUSSENBERG, Director

DAVID M. BAILYS, Director