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ID Number: 160204



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

BUSINESS CORPORATION

ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.2 of the General Laws of Rhode Island, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is Fur Kidz, Ltd.

(This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended.) (Strike if inapplicable.)

2. The total number of shares which the corporation has authority to issue is:

(a) If only one class: Total number of shares 1000

or

(b) If more than one class: Total number of shares of each class _____

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

3. The address of the initial registered office of the corporation is 132 Old River Road, Suite 205

(Street Address, not P.O. Box)

Lincoln

, RI

02865

(City/Town)

(Zip Code)

and the name of its initial registered agent

at such address is Susan Gershkoff

(Name of Agent)

4. The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.
5. Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.

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6. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

See Exhibit A attached hereto.

[illegible]

7. The name and address of each incorporator is:

Name

Address

Susan Gershkoff

132 Old River Road, Suite 205, Lincoln, RI 02865

8. These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

Date: 12/3/06

Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.

herein are true and correct

Signature of each Incorporator

EXHIBIT A

6. Additional provisions not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

- I. Except as otherwise provided by the Rhode Island Business Corporation Act, Title 7, Chapter 1.2, as has been or may hereafter be amended (the "Act"), any action required or permitted to be taken at a meeting of shareholders by the Act, by these articles of incorporation or by the by-laws of the Corporation may be taken without a meeting upon the written consent of less than all of the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. Prompt notice of such action shall be given to all shareholders who would have been entitled to vote upon the action if such meeting were held.
- II. (A) A Director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of the Director's duty as a Director, except in accordance with Section 202 b (3) i-iv of the Act. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing prior to such repeal or modification.

(B) The Directors of the Corporation may include provisions in the Corporation's by-laws, or may authorize agreements to be entered into with each Director, officer, employee or other agent, past or present, of the Corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the Corporation by the foregoing paragraph, the Directors of the Corporation may include provisions in its by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

- (i) The by-law provisions or agreements authorized hereby may provide that the Corporation shall, subject to the provisions herein, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.
- (ii) "Director" or "officer" means any individual who is or was a director of the Corporation and any individual who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director,

officer, partner, trustee, employee, or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, other enterprise, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or participants on, or beneficiaries of, the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of the director or officer.

- (iii) "Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts, and shall include, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty, or, reasonable expenses actually incurred.
- (iv) "Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses, including the expense of bonds necessary to pursue an appeal of any adverse judgment.
- (v) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation in any capacity in accordance with Section 814 (a) (1) of the Act.
- (vi) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representatives of a deceased Indemnified Person or the legal representatives of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based, occurred.
- (vii) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to a written affirmation by the Indemnified Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification and that an undertaking by, on behalf of, such Indemnified Person to repay the same to the Corporation if the Covered Act involves a claim for which indemnification is not permitted under the succeeding subparagraph, below, and the final disposition of such action, suit, proceeding, or any appeal therefrom, results in an adjudication adverse to such Indemnified Person.

- (viii) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the Corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the Corporation or its shareholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 811 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the person seeking indemnification derived an improper personal benefit.

III. RESTRICTIONS ON TRANSFER OF SHARES

Section 1. Shareholder's Right of First Refusal. No shareholder shall transfer any shares of the Corporation without first offering the same to the other shareholders of the Corporation (a) in the case of a bona fide sale, at the price and upon the terms for which the transferring shareholder intends to sell the same, or (b) in the case of a transfer other than a bona fide sale, at the purchase price determined pursuant to Section 2 below. The offer shall be in writing and shall include the following: a statement of the number of shares to be transferred; the purchase price or other consideration per share and all other material terms and conditions; the name and address of each transferee to whom the transferring shareholder intends to transfer shares; and the address of the offeror to which an acceptance of the offer may be delivered. The offer shall be addressed and delivered to each of the other shareholders. No offer shall be valid if it (i) violates the provisions of Rhode Island General Laws, Title 7, Chapter 5.1, entitled Professional Service Corporations, as amended, if the Corporation is a professional service corporation, (ii) jeopardizes the Corporation's Subchapter S corporation status, in accordance with the Internal Revenue Code Section 1361 et. seq., as amended, if the Corporation has elected such status or (iii) is in violation of any other law.

Section 2. Purchase Price for Non-Sale Transfer. The purchase price per share for transfers other than bona fide sales shall be the value per share stipulated by the shareholders at the annual meeting of shareholders based on the total value of the Corporation. In the event that the shareholders have not set, revised, amended or confirmed such value within the TWELVE (12) month period preceding the date of the offer hereunder, the value per share shall be the value of the Corporation as determined by the Corporation's regular independent accountant, divided by the number of shares outstanding, and adjusted to reflect (if appropriate) a discount for lack of marketability, a discount for minority ownership, a premium for control or majority ownership, and in consideration of all generally accepted accounting procedures and principles.

Section 3. Exercise Procedure. Any shareholder who desires to accept the offer may do so by filing a written acceptance thereof with the transferring shareholder within THIRTY (30) days after receipt of such offer from the transferring shareholder. Each shareholder who accepts the offer agrees (a) to purchase all the shares so offered or (b) if

more than one shareholder accepts the offer, to purchase the number of the offered shares which bears the same proportion to all of the shares offered as the number of shares owned by such shareholder bears to all of the shares owned by the shareholder accepting the offer.

Section 4. Failure of Shareholders to Exercise. If the other shareholder(s) have not agreed to purchase all of the offered shares within the time limits hereinabove prescribed, then the transferring shareholder shall offer the shares to the Corporation upon the same terms and conditions as offered to the shareholders. The Corporation shall have an additional THIRTY (30) days to accept the offer.

Section 5. Failure of Corporation to Exercise. If the Corporation does not purchase all of the offered shares within the time limits hereinabove prescribed, then the transferring shareholder shall be free to dispose of all, but not less than all, of the offered shares, on the same terms and conditions as offered to the shareholders.

Section 6. Requirements for all Transfers to Third Parties. If any such sale is not concluded within ONE HUNDRED TWENTY (120) days from the receipt of such offer by the shareholders or the Corporation, as the case may be, then the transferring shareholder shall not thereafter sell or dispose of the offered shares without again complying with the terms herein. The Corporation may require affidavits from the offering shareholder and the purchaser(s) of such shares as to the price paid and terms thereof before transferring such shares upon the books of the Corporation.

Section 7. Shares Acquired by Corporation. Any shares acquired by the Corporation under the above provisions shall be held in the name of the Corporation, subject to the control and disposal of the Board of Directors, who may, if they see fit, sell any or all of the shares, at such price as they may deem proper, to the shareholders of the Corporation, in which event each shareholder shall have an equal right with the other shareholders, pro rata to their then current holdings, to purchase the same; provided however, that if any shareholder does not purchase his or her full proportionate share of the stock, said proportionate share may be purchased by the other shareholders pro rata to their then current holdings.

Section 8. All Other Transfers Void. Any attempted sale, gift or other disposition of shares of stock in violation hereof is null and void.