

Filing Fee: \$100.00  
(Domestic Survivor/New Corporation)

Corp. ID # 13-1951399

73709

\*Filing Fee: \$150.00  
(Foreign Survivor/New Corporation)

MERGER  
 CONSOLIDATION



State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE  
CORPORATIONS DIVISION  
100 NORTH MAIN STREET  
PROVIDENCE, RI 02903-1335

ARTICLES OF MERGER OR CONSOLIDATION  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO

..... NFA Corp. ....  
(Name of the surviving or new corporation)

Pursuant to the provisions set forth in Section 7-1.1-70 of the General Laws, 1956, as amended, the undersigned domestic and foreign corporations adopt the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one corporation:

FIRST: The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
American Snacks, Inc.	Rhode Island
NFA Corp.	Massachusetts

SECOND: The laws of the State under which such foreign corporation is organized permit such merger or consolidation.

THIRD: The name of the surviving or new corporation is .....NFA Corp. ....  
.....  
and it is to be governed by the laws of the State of .....Massachusetts.....

FOURTH: The following Plan of Merger or Consolidation was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

(Insert Plan of Merger or Consolidation)

See Exhibit A attached hereto and made a part hereof.

FILED

JUL 11 1997

BY 91259 101277

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
American Snacks, Inc.	2,500		
NFA Corp.	268,549		

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

**NUMBER OF SHARES**

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
American Snacks, Inc.	2,500				
NFA Corp.	268,549				

SEVENTH: If the surviving or new corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving or new corporation; (b) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

Dated 5/12, 19 97

American Snacks, Inc.  
Corporate Name  
By [Signature] Ronald G. Casty  
Signature of  President or  Vice-President  
and [Signature] Robert M. Rosen  
Signature of  Secretary or  Assistant Secretary  
Clerk

NFA Corp.  
Corporate Name  
By [Signature] David Casty  
Signature of  President or  Vice-President  
and [Signature] Robert M. Rosen  
Signature of  Secretary or  Assistant Secretary  
Clerk

STATE OF Massachusetts  
} Sc.  
COUNTY OF Norfolk

At ..... in said County on the Twenty-Fifth day  
of March 19 97, before me personally appeared David Casty  
....., who being by me first duly sworn, declared that he/~~she~~ is the  
President of NFA Corp.  
that he/~~she~~ signed the foregoing document as such President of the  
corporation, and that the statements therein contained are true.

Rosemarie Geshulas  
Notary Public  
My Commission Expires May 29, 1998

(NOTARIAL SEAL)

STATE OF Massachusetts  
} Sc.  
COUNTY OF Essex

At ..... in said County on the Twenty-Fifth day  
of March 19 97, before me personally appeared Ronald G. Casty  
....., who being by me first duly sworn, declared that he/~~she~~ is the  
President of American Snacks, Inc.  
that he/~~she~~ signed the foregoing document as such President of the  
corporation, and that the statements therein contained are true.

[Signature]  
Notary Public  
My Commission Expires March 27, 1998

(NOTARIAL SEAL)

1997

## AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This Amendment to Agreement and Plan of Merger is entered into by and between NFA Corp., a Massachusetts corporation ("NFA"), and American Snacks, Inc., formerly a Rhode Island Corporation ("ASI").

Reference is made to the Agreement and Plan of Merger (the "Agreement") dated December 30, 1996 by and between NFA and ASI which sets forth the terms and conditions by which ASI was merged with and into NFA pursuant to the provisions of Massachusetts General Laws Chapter 156B, Section 79 which is the jurisdiction of organization of NFA, and pursuant to the provisions of Section 7-1.1-70 of the Rhode Island Business Corporation Act, which was the jurisdiction of organization of ASI.

^ The parties hereto hereby agree to amend the Agreement as follows:

1. The third paragraph of the Agreement, which now reads as follows:

"WHEREAS, NFA has an authorized capitalization of 400,000 shares of common stock, \$.10 par value, of which 355,334 shares are issued and 268,349 shares are outstanding";

shall be amended to read:

"WHEREAS, NFA has an authorized capitalization of 400,000 shares of common stock, \$.10 par value, of which 355,334 shares are issued and 268,549 shares are outstanding;"

2. Section 5 of the Agreement, which now reads as follows:

"Upon the Effective Date of the merger, each of the shares of common stock of ASI, \$.10 par value, issued and outstanding immediately prior to the Effective Date shall be canceled and extinguished and each of said shares shall be converted into one tenth (1/10th) of a share of the common stock of the Surviving Corporation."

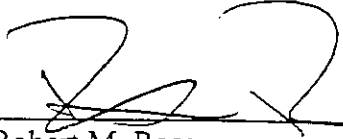
shall be amended to read:

"Upon the Effective Date of the merger, each of the shares of common stock of ASI, \$.10 par value, issued and outstanding immediately prior to the Effective Date shall be canceled and extinguished and each of said shares shall be converted into ten (10) shares of the common stock of the Surviving Corporation."


IN WITNESS WHEREOF, this Amendment to Agreement and Plan of Merger is signed by and on behalf of ASI and NFA on the date hereinafter set forth.

Dated: March 21, 1997

AMERICAN SNACKS, INC.

By:   
Robert M. Rosen  
Its Clerk

NFA CORP

By:   
Robert M. Rosen  
Its Clerk

**AGREEMENT AND PLAN OF MERGER** made and entered into on the date hereinafter set forth by and between NFA Corp., a Massachusetts corporation ("NFA"), and American Snacks, Inc., a Rhode Island corporation ("ASI").

WHEREAS, NFA is a Massachusetts corporation with a principal place of business at 850 Boylston Street, Suite 428, Brookline, Massachusetts 02167; and

WHEREAS, NFA has an authorized capitalization of 400,000 shares of common stock, \$.10 par value, of which 355,334 shares are issued and 268,349 shares are outstanding; and

WHEREAS, ASI is a Rhode Island corporation with a registered office therein located at Suite 900, 170 Westminster Street, Providence, Rhode Island 02903; and

WHEREAS, ASI has an authorized capitalization of 3,000 shares of common stock, \$.10 par value, of which 2,750 shares are issued and 2,500 shares are outstanding; and

WHEREAS, the Business Corporation Laws of the Commonwealth of Massachusetts, permits a merger of a business corporation of another jurisdiction with and into a business corporation of the Commonwealth of Massachusetts; and

WHEREAS, the Business Corporation Act of the State of Rhode Island permits the merger of a business corporation of the State of Rhode Island with and into a business corporation of another jurisdiction; and

WHEREAS, NFA and its Board of Directors deems it advisable and to its and its stockholders advantage, welfare, and best interests, and ASI and its Board of Directors deems it advisable and to its and its stockholders advantage, welfare and best interests, to merge ASI with and into NFA pursuant to the provisions of Massachusetts General Laws Chapter 156B, Section 79 which is the jurisdiction of organization of NFA, and pursuant to the provisions of Section 7-1.1-70 of the Rhode Island Business Corporation Act, which is the jurisdiction of ASI.

NOW, THEREFORE, in consideration of these premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by NFA and ASI and approved by resolutions adopted by their respective Board of Directors, this Agreement and Plan of Merger and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon for submission to the stockholders and the Board of Directors of NFA and ASI, respectively, as required by the provisions of the Business Corporation Law of the Commonwealth of Massachusetts and the Business Corporation Act of the State of Rhode Island.

1. ASI shall, pursuant to the provisions of the Business Corporation Laws of the Commonwealth of Massachusetts, and the provisions of the Business Corporation Act of the State of Rhode Island, be merged with and into NFA, which shall be the surviving corporation upon the Effective Date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under the name NFA Corp. pursuant to the provisions of the Business Corporation Laws of the Commonwealth of Massachusetts. The separate existence of ASI, which is sometimes hereinafter referred to as the "terminating corporation", shall cease upon said Effective Date of the merger in accordance with the provisions of the Business Corporation Act of the State of Rhode Island.

2. From and after the Effective Date and until thereafter amended as provided by law, the Articles of Organization of NFA as in effect immediately prior to the Effective Date shall be and continue to be the Articles of Organization of the surviving corporation.

3. The present by-laws of NFA will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Business Corporation Laws of the Commonwealth of Massachusetts.

4. The persons holding the offices of directors, of President, of Chairman of the Board, of Vice President, of Treasurer, and of Clerk, respectively, of NFA upon the Effective Date of the merger shall constitute the initial Board of Directors and the initial President, the initial Chairman of the Board, the initial Vice President, the initial Treasurer, and the initial Clerk of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation; and each person holding any other office of the surviving corporation upon said Effective Date shall continue to hold his office in like manner.

5. Upon the Effective Date of the merger, each of the shares of common stock of ASI, \$.10 par value, issued and outstanding immediately prior to the Effective Date shall be canceled and extinguished and each of said shares shall be converted into one tenth (1/10th) of a share of the common stock of the Surviving Corporation.

6. After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of ASI common stock, \$.10 par value, shall surrender the same to the Surviving Corporation for cancellation and each such holder will be entitled to receive certificates representing the number of shares of common stock \$.10 par value of the surviving corporation as provided in Paragraph 5 of this Agreement. Until so surrendered 10% of the shares represented by each outstanding certificate which prior to the Effective Date represented