

Filing fee: \$50.00



**ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO**

RESEARCH ENGINEERING & MANUFACTURING, INC.

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

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>
Research Engineering & Manufacturing, Inc.	Rhode Island
Research Engineering & Manufacturing, Inc.	Massachusetts

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

THIRD: The name of the surviving corporation is

Research Engineering & Manufacturing, Inc.

and it is to be governed by the laws of the State of Rhode Island.

FOURTH: The following Plan of Merger 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)

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>
(RI) Research Engineering & Manufacturing, Inc.	5,000	Class A Common	500
(MA) Research Engineering & Manufacturing, Inc.	1,000	Common	1,000

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:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
(RI) Research Engineering & Manufacturing, Inc.	500	0	Class A Common	500	0
(MA) Research Engineering & Manufacturing, Inc.	1,000	0	Common	1,000	0



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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER as of the 18th day of November, 1992, between Research Engineering & Manufacturing, Inc., a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation") and Research Engineering & Manufacturing, Inc., a Massachusetts corporation (hereinafter referred to as the "Merged Corporation") (the Merged Corporation and the Surviving Corporation are hereinafter collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Rhode Island with its principal office located in Providence, Rhode Island; and

WHEREAS, the Surviving Corporation has a capitalization of one thousand (1,000) authorized shares of Class A common stock having \$.01 par value per share, of which five hundred (500) shares are issued and outstanding, and seven thousand (7000) authorized shares of Class B common stock, having \$.01 par value per share, of which five thousand (5000) shares are issued and outstanding; and

WHEREAS, the Merged Corporation is a corporation duly organized and existing under the laws of the State of Massachusetts.

WHEREAS, the Merged Corporation has a capitalization of three hundred thousand (300,000) authorized shares of common stock having \$.01 par value, of which one thousand (1000) shares are issued and outstanding; and

WHEREAS, the Boards of Directors and the Shareholders of the Constituent Corporations deem it desirable and in the best interest of the Constituent Corporations and their shareholders that the Merged Corporation be merged into the Surviving Corporation, in accordance with the laws of the State of Massachusetts and the State of Rhode Island in order that the transaction qualify as an "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth the Constituent Corporations agree as follows:

1. Merger. The Merged Corporation shall merge with and into the Surviving Corporation, which shall be the surviving corporation.

2. Terms and Conditions. On the effective date of the merger, the separate existence of the Merged Corporation shall cease, and the Surviving Corporation shall succeed to all of the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed, of the Merged Corporation, without the necessity for any separate transfer. The Surviving

Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merged Corporation, and neither rights of creditors nor any liens on the property of the Merged Corporation, and neither the rights of creditors nor any liens on the property of the Merged Corporation shall be impaired by the merger.

3. Cancellation of Shares. All issued and outstanding shares of the Merged Corporation immediately before the effective date shall, by virtue of the merger and at the effective date, cease to exist and certificates representing such shares shall be cancelled.

4. Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation shall continue to be the Certificate of Incorporation following the effective date of the merger.

5. Bylaws of Surviving Corporation. The bylaws of the Surviving Corporation shall continue to be its bylaws following the effective date of the merger.

6. Purposes of Surviving Corporation. The purposes set forth in the Certificate of Incorporation of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the corporate purposes of the corporation surviving this merger.

7. Directors and Officers. The Directors and Officers of the Surviving Corporation on the effective date of the merger shall continue as the directors and officers of the Surviving Corporation following this merger for the full and unexpired terms of their offices and until their successors have been elected and appointed.

8. Office of Surviving Corporation. The current principal office of the Surviving Corporation shall remain the principal office following this merger.

9. Approval of Shareholders. This Agreement of Merger shall be submitted for the approval of the shareholders of the Constituent Corporations in the manner provided by the applicable laws of the State of Massachusetts and the State of Rhode Island.

10. Effective Date of Merger. (a) For all purposes of the laws of the State of Rhode Island, this Agreement and the merger herein provided for shall become effective as soon as (i) this Agreement shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and Certificate of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) the Certificate of Merger shall have been filed in the office of the Secretary of State of Rhode Island.

(b) For purposes of the laws of the State of Massachusetts, this Agreement and the merger herein provided



for shall become effective and the separate existence of the Merged Corporation, a Massachusetts corporation, shall cease, except insofar as it may be continued by statute, as soon as (i) this Agreement shall have been adopted, approved and signed in accordance with the laws of the State of Massachusetts and the Certificate of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) this Agreement and such Certificate of Merger shall have been filed in the office of the Secretary of State of Massachusetts.

(c) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate indemnity existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(d) The date upon which this Agreement of Merger has been filed in all of the offices mentioned above and upon which the Constituent Corporations shall become a single corporation is the effective date of the merger.

11. Abandonment of Merger. This Agreement of Merger may be abandoned by action of the Board of Directors of either the Surviving or the Merged Corporation at any time upon the happening of either of the following events:

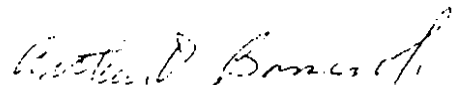
(a) If the merger is not approved by the Shareholders of either the Surviving or Merged Corporation on or before June 30, 1992; or

(b) If, in the judgment of the Board of Directors of either the Surviving or the Merged Corporation, the Merger would be impractical due to the number of dissenting shareholders asserting appraisal rights under applicable state law.

12. Execution of Agreement. This Agreement of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

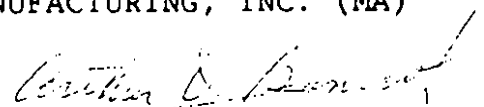
IN WITNESS WHEREOF, this Agreement is executed on behalf of the parties by their Officers, and sealed with their corporate seals, respectively, pursuant to the authorization of their respective Boards of Directors on the date first written above.

RESEARCH ENGINEERING &  
MANUFACTURING, INC. (RI)



President

RESEARCH ENGINEERING &  
MANUFACTURING, INC. (MA)



President