1004

ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO

THE ANCHORAGE, INC.

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

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by said Chapter 7-1.1:

(Insert Plan of Merger)

FORM 17A 1M 1-70

SECOND: As to each of the undersigned corporations, (except one whose shareholders are not required to approve the agreement under § 7-1.1-67, in which event that fact shall be set forth), 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:

Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class: Designation of Class	Entitled to Vote as a Class: Number of Shares
THE ANCHORAGE, INC.	600	Not Applicable	
Anchorage Plastics Corporation	511		

THIRD: 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				
			Entitled to Vote as a Class		
Name of Corporation	Total Voted For	Total Voted Against	Class	Voted For	Voted Against
1004 THE ANCHORAGE, INC.	600	0	Not Applicable		
1680834 Anchorage Plastics Corporation	511	0			

The action of the shareholders referred to in this Article THIRD was taken in accordance with the provisions of Section 7-1.1-30.3 of the 1956 General Laws of Rhode Island, as amended, without a meeting pursuant to the written consent of all of the holders of all of the outstanding shares of stock of both corporations.

FOURTH: Time merger to become effective (§ 7-1.1-69): The merger provided for in these Articles of Merger and in the Agreement and Plan of Merger attached hereto shall be effective at the midnight of October 31/November 1, 1979.

Dated October 31, 1979

THE ANCHORAGE, INC.

By [signature]
Its President

and Virginia B. Jones
Its Secretary

Anchorage Plastics Corporation

By [signature]
Its President

and Russell [signature]
Its Secretary

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated this 31st day of October, 1979, by and between THE ANCHORAGE, INC., a Rhode Island corporation (hereinafter referred to either as "Ancho or "the surviving corporation") and Anchorage Plastics Corporation, a Rhode Island corporation (hereinafter referre to either as "Plastics" or "the merged corporation"),

W I T N E S S E T H:

WHEREAS, the authorized capital stock of Anchorage consists of 600 shares of common stock without par value ("Anchorage Common Stock") of which 600 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of Plastics consists of 601 shares of common stock without par value ("Plastics Common Stock") of which 511 shares are issued an oustanding; and

WHEREAS, the respective officers of Anchorage and Plastics have determined that it is advisable and in the best interests of such corporations and their respective shareholders that Plastics be merged with and into Anchorag pursuant to the provisions of Chapter 7-1.1 of the General Laws of Rhode Island, 1956, as amended;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained,

STATE OF RHODE ISLAND } Sc.
COUNTY OF PROVIDENCE

At Providence in said County on the 31st day of October 1979, before me personally appeared W. H. Dyer Jones, who being by me first duly sworn, declared that he is the President of THE ANCHORAGE, INC., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

Margaret D. Farrell
Notary Public

(NOTARIAL SEAL)

My Commission Expires
June 30, 1981

STATE OF RHODE ISAND } Sc.
COUNTY OF PROVIDENCE

At Providence in said county on the 31st day of October 1979, before me personally appeared W. H. Dyer Jones, who being by me first duly sworn, declared that he is the President of Anchorage Plastics Corporation that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

Margaret D. Farrell
Notary Public

(NOTARIAL SEAL)

My Commission Expires
June 30, 1981

369

03 ....50.00

14 ....50.00BL

OCT 31 1979

Anchorage and Plastics do hereby agree that Plastics shall be merged with and into Anchorage and that the terms and conditions of the merger (the "Merger") and the manner and basis of converting the shares of Plastics into the shares of Anchorage shall be as follows:

ARTICLE I

MERGER

At the Effective Time of the Merger referred to in Article II hereof, Plastics shall be merged with and into Anchorage, which shall be the surviving corporation, and the name of the surviving corporation shall continue to be "THE ANCHORAGE, INC." The corporate identity, existence, powers objects, franchises, rights and immunities of Anchorage shall be unaffected and unimpaired by the Merger, and the corporate existence, power, objectives, franchises, rights and immunities of Plastics will be merged into Anchorage and Anchorage, as the surviving corporation, will be fully vested therewith in accordance with the applicable laws of the State of Rhode Island. At the Effective Time of the Merger, the separate existence of Plastics, except insofar as such separate existence may be continued by statute, shall cease.

ARTICLE II

EFFECTIVE TIME

2.1 The Merger herein contemplated shall become effective when Articles of Merger, (which shall include this Agreement and Plan of Merger as so approved), shall have been duly executed and filed with the Secretary of the State of Rhode Island in accordance with Chapter 7-1.1 of the General Laws of Rhode Island, 1956, as amended. The time when the Merger shall become effective as aforesaid is herein called the "Effective Time of the Merger".

2.2 Subject to the provisions of this Section 2.2, this Agreement and Plan of Merger shall be submitted tc the shareholders of Anchorage and Plastics for approval and if approved by the vote or written consent of the shareholde of each such corporation as required by statute or their respective articles of incorporation or bylaws, shall be made effective at the Midnight of October 31/November 1, 1979, or as soon as practicable thereafter in the manner provided in Section 2.1 hereof; provided, however, that notwithstanding the approval by the shareholders of either or both Anchorage or Plastics, this Agreement and Plan of Merger may be terminated and the Merger abandoned prior to the Effective Time by mutual written consent of the Preside of Anchorage and Plastics.

ARTICLE III

ARTICLES OF INCORPORATION,
BYLAWS, OFFICERS

3.1 At the Effective Time of the Merger, the Articles of Incorporation (formerly the Articles of Association) of Anchorage filed with the Secretary of State of Rhode Island on March 29, 1930, as the same then exist, shall continue as the Articles of Incorporation of the surviving corporation, except that upon the Merger becoming effective Article FIFTH of said Articles of Incorporation shall be amended in its entirety to read as follow:

"FIFTH. The aggregate number of shares which the Corporation shall have authority to issue is:
Two Thousand (2,000) shares of common stock without par value.

The Articles of Incorporation, as so amended, shall constitute the Articles of Incorporation of the surviv ing corporation, until said Articles shall be further amende or altered in accordance with the Rhode Island business corporation act.

3.2 At the Effective Time of the Merger, the Bylaws of Anchorage, as the same then exist, shall continue as the Bylaws of the surviving corporation, until duly altered, amended or repealed as provided by law.

3.3 The officers of Anchorage immediately prior to the Effective Time of the Merger shall continue in office as the officers of the surviving corporation and shall hold office until their respective successors are elected and qualified in accordance with the bylaws of the surviving corporation.

ARTICLE IV

CONVERSION AND EXCHANGE OF SHARES

4.1 At the Effective Time of the Merger, each share of Plastics Common Stock which shall be validly issued and outstanding immediately prior thereto shall, by virtue of the Merger, and without any action on the part of the holder thereof, be converted into four-tenths (4/10) of one share of Anchorage Common Stock, provided, however, that no fractional shares of Anchorage Common Stock shall be issued and in lieu of the issuance of fractional shares to which any holder of Plastics Common Stock would otherwise be entitled as a result of such change and conversion, Anchorag shall pay in cash the equivalent of any fractional share determined on the basis of the book value per share of Anchorage Common Stock as reflected on Anchorage's balance sheet dated April 30, 1979.

4.2 Plastics Common Stock held by Anchorage (or in the treasury of Plastics, if any) shall, by virtue of th Merger, and without any action on the part of the holder thereof, be cancelled and retired.

4.3 After the Merger becomes effective, each holder of any outstanding certificate or certificates theretofore representing shares of Plastics Common Stock shall surrender the same to Anchorage and each such holder shall be entitled upon such surrender to receive in exchange therefore a certificate or certificates representing the number of full shares of common stock of the surviving corporation into which the Plastics Common Stock shall have been changed and converted and the cash payment for any fractional share as set forth in Section 4.1 hereof. Until so surrendered the certificate which prior to the Effective Time of the Merger represented outstanding shares of the Plastics Common Stock, may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place.

ARTICLE V

EFFECT OF MERGER

At the Effective Time of the Merger, the survivin corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, as well of a public as of a private nature, of Plastics, and all property, real personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to or due to Plastics, shall be taken and deemed to be transferred to and vested in Anchorage as the surviving corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Plastics shall not revert or be in any way impaired by reason of the Merger, but shall be vested in Anchorage as the surviving corporation. Anchorage, as the surviving corporation, shall thenceforth be responsible and liable for all the liabilities and obligations of Plastics, and any claim existing or action or proceeding pending by or against Plastics may be prosecuted as if the Merger had not taken place, or Anchorage may be substituted in the place of the merged corporation.

ARTICLE VI

MISCELLANEOUS

6.1 To the extent permitted by law, from time to time as and when requested by the surviving corporation, or by its successors or assigns, Plastics shall execute, seal and deliver, or cause to be executed, sealed and delivered, all such deeds and instruments, or to take or cause to taken, such further or other actions as the surviving corpo tion may deem necessary or desirable, in order to vest in and confirm to the surviving corporation title to, and possession of, any property of Plastics acquired by reason of and as a result of the Merger provided for herein, and otherwise to carry out the intent and purposes hereof; and the proper officers and directors of Plastics and the proper officers and directors of Anchorage are fully authorized in the name of Plastics or otherwise to take any and all such action.

6.2 For convenience of the parties and to facilit filing and recording, this Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

6.3 This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of th State of Rhode Island.

IN WITNESS WHEREOF, THE ANCHORAGE, INC. and Ancho Plastics Corporation, have by their respective presidents executed these presents and have caused their corporate seals to be hereinto affixed and attested by their respecti secretaries.

Attest: THE ANCHORAGE, INC.

Virginia B. Jones
Secretary

By: ______________________
Presiden

Attest: Anchorage Plastics Corporation

Secretary By: President