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Filing fee: \$20.00

**ARTICLES OF MERGER
OF DOMESTIC SUBSIDIARY CORPORATION
INTO
FULFORD MANUFACTURING COMPANY**

Pursuant to the provisions of Section 7-1.1-68.1 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Merger for the purpose of merging the subsidiary corporation into itself:

FIRST: The following Plan of Merger was approved by the directors of the undersigned corporation in the manner prescribed by said Section 7-1.1-68.1:
(Insert Plan of Merger)

SECOND: As to the subsidiary corporation, the number of shares outstanding, and the designation and number of outstanding shares of each class and the number of shares of each class owned by the surviving corporation are as follows:

<u>Number of shares outstanding</u>	<u>Number of shares owned by surviving corporation</u>	<u>Designation of class</u>	<u>Number of shares</u>	<u>Number of shares owned by surviving corporation</u>
100	100	Common	Gold 'N' Things, Inc.	
300	300	Common	The Exactron Company	
775	775	Common	Quality Screw Machine Products Company	

THIRD: A copy of the plan of merger was mailed to the shareholders of the subsidiary corporation on N/A (Waiver of Mailing).

FOURTH: Time merger to become effective (§7-1.1-69): March 31, 1984

Dated March 22, 1984 .

FULFORD MANUFACTURING COMPANY

By Lewis E. Woodward
Lewis E. Woodward
Its President

and Marilyn F. Woodward
Marilyn F. Woodward
Its Secretary

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } SC.

At Providence in said county on the 22 day of March, 1984, before me personally appeared Lewis E. Woodward, who being by me first duly sworn, declared that he is the President of Fulford Manufacturing Company, that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

Edward J. Sullivan Jr.
Notary Public
6/30/86

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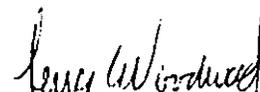
MAR 23 1984



SHAREHOLDER'S WAIVER OF RIGHTS
under Section 7-1.1-68.1 of the
Rhode Island Business Corporation Act

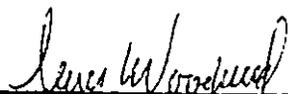
The undersigned Fulford Manufacturing Company ("FULFORD"), holding all of the capital stock of its subsidiary corporations, the Exactron Company, Gold'N'Things, Inc. and Quality Screw Machine Products Company (the "subsidiary corporations"), does hereby waive such rights as it may have under Section 7-1.1-68.1 of the Rhode Island business corporation act as sole shareholder of each of the subsidiary corporations to have mailed to it a copy of Plan and Agreement of Merger of the said subsidiary corporations into FULFORD, and also does hereby waive any right it may have to delay the delivery of duplicate originals of the Articles of Merger of the above-mentioned subsidiary corporations into FULFORD to the Secretary of State of the State of Rhode Island until thirty (30) days after the mailing of a copy of said Plan and Agreement of Merger to FULFORD.

FULFORD MANUFACTURING COMPANY

By: 
Lewis E. Woodward, President

C E R T I F I C A T I O N

The undersigned, being the duly elected president and treasurer of Fulford Manufacturing Company, a Rhode Island business corporation, do hereby certify that a quorum of the Board of Directors of the said corporation by unanimous vote did adopt the attached Plan and Agreement of Merger pursuant to Section 7-1.1-68.1 of the Rhode Island business corporation act at a special meeting of the Board of Directors held at the offices of the corporation on the _____ day of March, 1984.



Lewis E. Woodward

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

Subscribed and sworn to before me in the City of Providence on this 22 day of March, 1984.



Notary Public 6/30/86

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of the 31st day of March, 1984, by and between Fulford Manufacturing Company (FULFORD), The Exactron Company (EXACTRON), Gold 'N' Things, Inc. (GOLD), and Quality Screw Machine Products Company (QUALITY SCREW), all being Rhode Island corporations, said corporations being sometimes collectively referred to herein as the "Constituent Corporations."

WHEREAS, FULFORD is a corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on February 4, 1902, with authorized capital stock of 4,000 shares of common stock, \$100.00 par value per share, of which 2,000 shares are issued and outstanding;

WHEREAS, EXACTRON is a corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on December 16, 1965, with authorized capital stock of 500 shares of common stock, no par value per share, of which 300 shares are issued and outstanding;

WHEREAS, GOLD is a corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on May 1, 1969, with authorized capital stock of 1,000 shares of common stock, no par value per share, of which 100 shares are issued and outstanding;

WHEREAS, QUALITY SCREW is a corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on March 27, 1956, with authorized capital stock of 1,200 shares of common stock, no par value per share, of which 775 shares are issued and outstanding.

WHEREAS, FULFORD owns all of the shares of stock of EXACTRON, GOLD, and QUALITY SCREW;

WHEREAS, the Board of Directors of FULFORD deem it advisable for the general welfare and advantage of the Constituent Corporations and their stockholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the State of Rhode Island;

NOW, THEREFORE, the parties agree that the Constituent Corporations shall be merged upon the following terms and conditions:

1. The Merger. At the effective time of the merger, the separate existence of EXACTRON, GOLD and QUALITY SCREW shall cease and they shall be merged with and into FULFORD, which shall continue its corporate existence and be the corporation surviving the Merger (the "Surviving Corporation"). Consummation of this Agreement shall be effected by the filing of Articles of Merger of Domestic Subsidiary Corporation into Fulford Manufacturing Company and Duplicate Original Articles for each of the subsidiary Constituent Corporations, EXACTRON,

GOLD and QUALITY SCREW, with the Secretary of State of the State of Rhode Island. The effective time of the Merger shall be the time at which a Certificate of Merger shall have been issued by the Secretary of State of the State of Rhode Island or March 31, 1984, whichever is the later.

2. Governing Laws. The laws which are to govern the Surviving Corporation are the laws of the State of Rhode Island.

3. Certificate of Incorporation and Bylaws. The Articles of Incorporation and Certificate of Incorporation of FULFORD at the effective time of the Merger shall become and continue to be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law. The Bylaws of FULFORD at the effective time of the Merger shall become and continue to be the Bylaws of the Surviving Corporation until altered or amended in accordance with the provisions hereof.

4. Directors and Officers. The directors and officers of FULFORD at the effective time of the Merger shall become and continue to be the directors and officers of the Surviving Corporation until their successors are chosen.

5. Annual Meeting of Stockholders. The first annual meeting of the stockholders of the Surviving Corporation after the effective time of the Merger shall be the next annual meeting provided by the Bylaws of the Surviving Corporation.

6. Continuation and Cancellation of Shares. The mode of carrying into effect the Merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, are as follows:

(a) Each share of common stock of FULFORD outstanding immediately prior to the effective time of the Merger shall remain outstanding immediately after the Merger as an identical share of common stock of the Surviving Corporation.

(b) At the effective time of the Merger, each share of EXACTRON, GOLD and QUALITY SCREW common stock outstanding shall be cancelled, and no shares of FULFORD will be issued with respect thereto.

7. Rights and Liabilities of the Constituent Corporations. At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, tangible and intangible, and all debts due to any of said Constituent Corporations on whatever account and all other rights, claims, causes

of action and interests howsoever described belonging to each of said corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, and interests shall be thereafter the property of the Surviving Corporation as prior to the effective date of the Merger they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of said Constituent Corporations respectively, including liabilities for taxes owed to the State of Rhode Island or any other governmental unit, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

8. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of EXACTRON, GOLD and QUALITY SCREW.

9. Signatures. This Agreement shall be executed by the president and secretary of FULFORD and verified by its

treasurer under the corporate seal of FULFORD. This Agreement shall also be executed by the presidents of EXACTRON, GOLD and QUALITY SCREW.

10. Approval of Plan. This Plan and Agreement of Merger shall be effective only after the Board of Directors of FULFORD shall have approved said Agreement by resolution of the Board.

11. Termination. This Plan and Agreement may be terminated or modified by resolution of the Board of Directors of FULFORD at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Rhode Island.

12. Further Assurances. Each Constituent Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable, in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all said property, rights, privileges, powers and fran-

chises and otherwise to carry out the intent and purposes of
this Plan.

FULFORD MANUFACTURING COMPANY

By: Lewis E. Woodward
Lewis E. Woodward, President

By: Merilyn F. Woodward
Merilyn F. Woodward, Secretary

THE EXACTRON COMPANY

By: Lewis E. Woodward
Lewis E. Woodward, President

GOLD 'N' THINGS, INC.

By: Lewis E. Woodward
Lewis E. Woodward, President

QUALITY SCREW MACHINE PRODUCTS
COMPANY

By: Lewis E. Woodward
Lewis E. Woodward, President