

Filing fee: \$50.00

**ARTICLES OF MERGER (SUBSIDIARY)
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO
THE ENTWISTLE COMPANY**

Pursuant to the provisions of Sections 7-1.1-68.1 and 7-1.1-70 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Merger for the purpose of merging the subsidiary corporation(s) into itself:

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

| Name of Corporation | State |
|------------------------------|---------------|
| Entwistle Export Corporation | Massachusetts |
| Entwistle Financial Corp. | Massachusetts |
| The Entwistle Company | Rhode Island |

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

THIRD: The name of the surviving corporation is The Entwistle Company
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 directors of the undersigned corporation in the manner prescribed by said Section 7-1.1 68.1 and as required by the applicable laws of the State under which it is organized:

(Insert Plan of Merger)

The Plan of Merger is set forth on Exhibit A attached hereto.

FIFTH. As to the subsidiary corporation(s), 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:

| | Number of shares outstanding | Number of shares owned by surviving corporation | Designation of class | Number of shares | Number of shares owned by surviving corporation |
|---------------------|------------------------------|---|----------------------|------------------|---|
| Entwistle Export | 2500 | 2500 | Common | 2500 | 2500 |
| Entwistle Financial | 1000 | 1000 | Common | 1000 | 1000 |

SIXTH: A copy of the Plan of Merger was mailed to the shareholders of the subsidiary corporation(s) on September 20, 1990

SEVENTH: If the surviving 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 above listed domestic corporation(s) and in any proceeding for the enforcement of the rights of any dissenting shareholder of such domestic corporation(s) against the surviving 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(s) 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.

EIGHTH: Time merger is to become effective (§7-1.1-69): upon the close of business on September 30, 1990

Dated September 20, 19 90

THE ENTWISTLE COMPANY

(Exact Corporate Name)

By Robert S. Davis

(Its President)

and Robert S. Davis

(Its Secretary)

STATE OF Rhode Island

} Sc.

COUNTY OF Providence

At Providence in said county on the 20th day of September 19 90, before me personally appeared Robert S. Davis, who being by me first duly sworn, declared that he is the Secretary of The Entwistle Company, that he signed the foregoing document as such Secretary of the corporation, and that the statements therein are true.

Donna M. Martino
(Notary Public)

DONNA M. MARTINO, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires June 30, 1991

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RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.
SEP 26 2 47 PM '90

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SEP 26 1990

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger dated as of the 26th day of September, 1990 between THE ENTWISTLE COMPANY, a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation"), ENTWISTLE FINANCIAL CORP., a Massachusetts corporation (hereinafter referred to as "Financial") and ENTWISTLE EXPORT CORPORATION, a Massachusetts corporation (hereinafter referred to as "Export") (Financial, Export and the Surviving Corporation are hereinafter collectively referred to as the "Constituent Corporations").

W I T N E S S E T H:

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 at Hudson, Massachusetts; and

WHEREAS, the Surviving Corporation has an authorized capitalization of 8,000 shares of Common Stock, par value \$1.00 per share; and

WHEREAS, Financial is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, the issued and outstanding capital stock of Financial consists of 1000 shares of Common Stock, \$1.00 par value, all of which is owned by the Surviving Corporation; and

WHEREAS, Export is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, the issued and outstanding capital stock of Export consists of 2500 shares of Common Stock, \$1.00 par value, all of which is owned by the Surviving Corporation; and

WHEREAS, the Board of Directors of the Surviving Corporation deems it desirable and in the best interest of each of the Constituent Corporations and their shareholders that Financial and Export each be merged with and into the Surviving Corporation, in accordance with Section 7-1.1-68.1 of the laws of the State of Rhode Island and Chapter 156B, Section 82 of the laws of the Commonwealth of Massachusetts.

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. Financial and Export shall each merge with and into the Surviving Corporation, which shall be the surviving corporation.

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

Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of each of Financial and Export, and neither the rights of creditors nor any liens on the property of either Financial or Export shall be impaired by the mergers.

3. Conversion of Shares. The manner and basis of converting the shares of each of Financial and Export into shares of the Surviving Corporation are as follows:

(a) Each share of Common Stock of Financial issued and outstanding on the effective date of the mergers shall be cancelled, and no payment shall be made with respect thereto.

(b) Each share of Common Stock of Export issued and outstanding on the effective date of the mergers shall be cancelled, and no payment shall be made with respect thereto.

(c) Each share of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the effective date of the mergers shall be converted into and become one share of the Common Stock of the Surviving Corporation immediately following the effective date of the mergers and such shares shall constitute the only outstanding shares of capital stock of the Surviving Corporation.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as in effect on the date of the mergers shall continue to be the Articles of Incorporation of the Surviving Corporation following the effective date of the mergers.

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

6. Purposes of Surviving Corporation. The purposes set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the date of the mergers, shall continue in full force and effect as the corporate purposes of the Surviving Corporation following the effective date of the mergers.

7. Directors and Officers. The Directors and Officers of the Surviving Corporation on the effective date of the mergers shall continue as the Directors and officers of the Surviving Corporation following the mergers 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 the mergers.

9. Approval of Shareholders. This Agreement of Merger does not require the approval of the shareholders of the

Constituent Corporations because of the provisions of Section 7.1.1-68.1 of the Rhode Island General Laws and Chapter 156B, Section 82 of the General Laws of the Commonwealth of Massachusetts, since Financial and Export are both wholly-owned subsidiaries of the Surviving Corporation.

10. Effective Date of the Mergers.

(a) This Agreement and the mergers herein provided for shall become effective and the separate existence of each of Financial and Export shall cease upon the close of business on September 30, 1990, provided that prior to that date, this Agreement and the Articles of Merger shall have been filed with the offices of the Secretary of State of Rhode Island and Secretary of the Commonwealth of Massachusetts.

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

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

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.

THE ENTWISTLE COMPANY

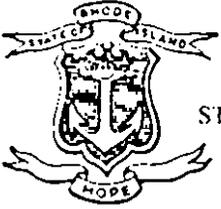
By: Herbert I. Corkin
Chairman

ENTWISTLE FINANCIAL CORP.

By: Herbert I. Corkin
President

ENTWISTLE EXPORT CORPORATION

By: Herbert I. Corkin
President



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

FAX (401) 277-6006

September 10, 1990

TO WHOM IT MAY CONCERN:

Re: THE ENTWISTLE COMPANY

It appears from our records that the abovenamed corporation has filed all of the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the abovenamed corporation for the purpose of:
A MERGER - CORPORATION IS THE SURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Ernest A. DeAngelis
Chief Revenue Agent
Corporations