

Filing fee: ~~550.00~~ <sup>410.00</sup>

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

**The Northeast Buffinton Group, 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>
The Northeast Buffinton Group, Inc.	RI <i>56025</i>
Daisy Corp.	MASS

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

THIRD: The name of the surviving corporation is **The Northeast Buffinton Group, 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)

See Agreement of Merger Appended as Exhibit "A"

cc [unclear] 02 1994  
[unclear]  
[unclear]

APR 20 1995  
#55  
144129

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>
The Northeast Buffinton Group, Inc.	3,000		
Daisy Corp.	150		

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>Number of Shares</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>
The Northeast Buffinton Group, Inc.	3,000	-0-			
Daisy Corp.	150	-0-			

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 undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation 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 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 April 26, 1995

The Northeast Buffinton Group, Inc.

By *Leo Cesareo*  
Its President, Leo Cesareo

and *Julia C. Cesareo*  
Its Secretary, Julia Cesareo

Daisy Corp.

By *Leo Cesareo*  
Its President, Leo Cesareo

and *Julia C. Cesareo*  
Its Secretary, Julia Cesareo

STATE OF Massachusetts }  
COUNTY OF Norfolk } Sc.

At Walpole in said County on the 26 day  
of April 1995, before me personally appeared  
Leo L. Cesareo, who being by me first duly sworn, declared that he  
is the President of The Northeast Buffinton Group, Inc.  
that he signed the foregoing document as such President of the  
corporation, and that the statements therein contained are true.

*Stephen R. Francis*  
Notary Public

My Commission Expires: 12/6/96

(NOTARIAL SEAL)

STATE OF Massachusetts }  
COUNTY OF Norfolk } Sc.

At Walpole in said County on the 26 day  
of April 1995, before me personally appeared  
Leo L. Cesareo, who being by me first duly sworn, declared that he  
is the President of Daisy Corp.  
that he signed the foregoing document as such President of the  
corporation, and that the statements therein contained are true.

*Stephen R. Francis*  
Notary Public

My Commission Expires: 12/6/96

(NOTARIAL SEAL)

**AGREEMENT OF MERGER**

**AGREEMENT OF MERGER** dated April 21, 1995, by and between **The Northeast Buffinton Box Group, Inc.** ("hereafter "NBG"), a Rhode Island Corporation and **Daisy Corporation** (hereafter "Daisy"), a Massachusetts corporation.

**Whereas**, NBG and Daisy deem it in the best interests of the corporations and their respective shareholders that Daisy merge into NBG since both corporations are engaged in the same business lines and there are shareholders common to both corporations; and

**Whereas**, the principals of the corporations have determined that the best interests of the corporations' shareholders will best be served by having NBG survive and Daisy dissolved;

**Now, Therefore**, the corporations, each in consideration of the other party joining in the execution and delivery of this Agreement hereby act and agree as follows:

1. **Merger and Surviving Corporation**

On the effective date of the merger, Daisy shall be merged into NBG and NBG shall be the surviving corporation and the separate existence of Daisy shall cease.

2. **Purposes of Surviving Corporation**

The purpose of NBG shall be as stated in its' Articles of Organization. Said purpose shall include but shall not be limited to the manufacturing of folding paper boxes and the performance of such other acts as are reasonably related thereto.

FILED

APR 28 1995

EL. *DA*

3. **Capital Structure of Surviving Corporation**

The surviving corporation has authorized capital structure consisting of Six Thousand Shares (6,000) shares of No Par Value Common Stock.

4. **Conversion of Shares**

On the effective date of the merger, all of the issued and outstanding shares of the common stock of Daisy shall be tendered to NBG which shall issue therefore the number of shares of its fully paid and non-assessable common stock in exchange for the Daisy shares as determined by the corporations' accountants and which properly represents the corporations respective net book values prior to the merger. Following the conversion, the existing NBG shareholders shall be issued additional stock as required to avoid dilution of their respective interests and the new NBG shareholders shall own that number of shares of NBG stock as represents the ratio of their former Daisy equities.

The common shares of NBG now issued and outstanding shall be unaffected by this merger.

5. **Articles of Organization and By-Laws**

The Articles of Organization and By-Laws of NBG, in effect on the merger date, shall be the Articles of Organization and By-Laws of the surviving corporation.

6. **Officers and Directors**

The Directors and Officers of NBG shall continue to serve in the same capacities until they have resigned or have been removed.

7. **Stockholder Approval**

The approval of the stockholders being required to effectuate this

Agreement, it shall be presented at a meeting called for that purpose.

8. **Effective Date**

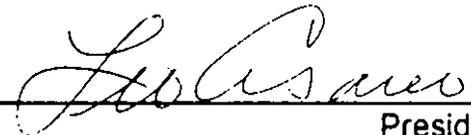
The effective date of merger shall be April 30, 1995 regardless of when the Articles of Merger are filed.

9. **Articles of Merger**

Upon the approval of this Agreement by One Hundred Percent (100%) of the shareholders of both corporations, Articles of Merger shall be filed with, as required, the State of Rhode Island and Commonwealth of Massachusetts.

**WITNESS** the execution hereof under seal on the day and date first written above.

**THE NORTHEAST BUFFINTON GROUP, INC.**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

**DAISY CORPORATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer