

Filing Fee: \$100.00

9132
ID Number: 52931

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

**ARTICLES OF MERGER OR CONSOLIDATION INTO
TAYLOR BOX COMPANY**

(To Be Filed In Duplicate Original)

**SECTION 1: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING
ENTITIES**

Pursuant to the applicable provisions of Rhode Island General Laws, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the states under which each is organized are:

<u>Name of entity</u>	<u>Type of entity</u>	<u>State under which entity is organized</u>
Taylor Box Company ⁹¹³²	Business Corporation	Rhode Island
Die Cutting Services, Inc. ⁵²⁹³¹	Business Corporation	Rhode Island

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Taylor Box Company which is to be governed by the laws of the state of Rhode Island.

FILED
DEC 23 1999
By 10463 235859

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** is made and entered into as of the first

day of December, 1999, by and between TAYLOR BOX COMPANY, a Rhode Island corporation ("TBC"), and DIE CUTTING SERVICES, INC., a Rhode Island corporation ("DCS").

Recitals

TBC is a corporation organized and existing under the laws of the state of Rhode Island, incorporated on April 26, 1946, with an authorized capital stock consisting of 2,000 shares of common stock, without par value, of which 450 shares have been issued and are outstanding. DCS is a corporation organized and existing under the laws of the state of Rhode Island, incorporated on December 20, 1988, with an authorized capital stock consisting of 4,000 shares of common stock, without par value, of which 100 shares have been issued and are outstanding. The Board of Directors of TBC and the Board of Directors of DCS deem it desirable for the future welfare and financial success of the corporations and their shareholder that DCS be merged with and into TBC pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and in accordance with the provisions of Section 7-1.1-65 of the Rhode Island General Laws of 1956, as amended.

Agreements

TBC and DCS, therefore, mutually agree as follows:

1. **Merger.** This Agreement and Plan of Merger and the merger contemplated hereby (the "Merger") shall be submitted to the holder of all the issued and outstanding shares of TBC and DCS entitled to vote, in accordance with the requirements of the laws of the state of Rhode Island, for the authorization, adoption, and approval of this Agreement and Plan of Merger, the approval of the Merger, and the authorization of the proper officers of each corporation to execute and file this Agreement. As of the Effective Date (as hereinafter defined) DCS shall be merged with and into TBC by the transfer to TBC, without any further act or deed, of all of its assets of whatever nature, including, without limitation, all patents, trademarks, copyrights, trade names, trade secrets, and other intellectual property, and related applications and registrations, and goodwill associated therewith, subject to all of the liabilities and obligations of DCS, and the separate existence of DCS shall cease (except to the extent continued by statute). The appropriate officers of TBC and DCS shall take or cause to be taken any and all action as may be necessary or desirable in order to vest in and confirm in TBC title to and possession of all of the assets and rights of DCS and otherwise carry out the intent and purposes of this Agreement and Plan of Merger.

2. **Surviving Corporation.** The surviving corporation shall be TBC, a Rhode Island corporation, which shall continue its corporate existence without change and under the same name. The number of authorized shares of the capital stock of TBC shall be unchanged as a result of this Agreement and Plan of Merger. The issued shares of capital stock of TBC shall continue to represent the same number of issued shares. Upon the Effective Date, the Articles of Incorporation of TBC, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of TBC and shall not be changed or amended by reason

of this Agreement and Plan of Merger, and the bylaws of TBC shall continue to be the bylaws of TBC until altered or amended in accordance with the provisions thereof.

3. **Director and Officers.** On the Effective Date, the director and officers of TBC who shall hold office as provided in the bylaws of TBC are as follows:

Director

Daniel S. Shedd

Officers

President and Treasurer	Daniel S. Shedd
-------------------------	-----------------

Secretary	Susan Leach DeBlasio
-----------	----------------------

and the director and officers of TBC shall serve until their respective successors are duly elected and qualified.

4. **Effective Date.** The merger of DCS with and into TBC shall for financial statement and tax reporting purposes be deemed to have become effective on the date the Articles of Merger are filed with the Rhode Island Secretary of State (the "Effective Date").

5. **Capital Stock.** On the Effective Date, the authorized capital stock of TBC will consist of 4,000 shares of common stock, without par value, of which 450 shares will be issued and outstanding. The authorized capital stock of DCS consists of 4,000 shares of common stock, without par value, of which 100 shares are issued and outstanding. Upon the Effective Date, the authorized capital stock of TBC shall be as set forth in the Articles of Incorporation of TBC.

6. **Cancellation of Shares on Merger.** Each share of common stock, without par value of DCS, issued and outstanding shall be completely canceled and cease to exist on the Effective Date. The 450 shares of common stock of TBC., without par value, outstanding on the Effective Date, shall not be changed. As soon as practicable after the Effective Date, the stock certificates representing DCS common stock issued and outstanding at the time the Merger becomes effective shall be surrendered.

7. **Effect of the Merger.** On the Effective Date, TBC shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises, and be subject to all the restrictions, disabilities and duties of DCS, and all the rights, privileges, immunities, powers and franchises of DCS, and all property, real, personal and mixed, including, without limitation, all patents, trademarks, copyrights, trade names, trade secrets, and other intellectual property, and related applications and registrations, and goodwill associated therewith, and all debts due to DCS, shall be vested in TBC; provided, however, that all rights of creditors and all liens upon any property of DCS shall be preserved

unimpaired, limited in lien to the property affected by such liens on the Effective Date, and all debts, liabilities and obligations of DCS shall devolve upon TBC and may be enforced against it to the same extent as if they had been incurred or contracted by TBC.

8. Representations and Warranties.

8.1 Representations and Warranties of DCS. DCS represents and warrants to TBC as follows:

(a) **Organization.** DCS is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island. DCS has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

(b) **Capitalization.** The authorized capital stock of DCS is as set forth below and is held as follows:

Die Cutting Services, Inc.

4,000 Shares Common Stock, without par value

<u>Shareholder</u>	<u>Number of Shares</u>
Daniel S. Shedd	100

(c) **Subsidiaries.** DCS has no subsidiaries.

(d) **Title.** DCS has, and on the Effective Date will have, good and marketable title to the accounts, equipment, materials, supplies and other property of every kind, tangible or intangible, contained in its offices, or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges, except for liens, encumbrances and charges, if any, which do not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby. DCS has, and on the Effective Date will have, valid leases under which it is entitled to use in its business all personal property of which it is the lessee, and DCS has no knowledge of any default under any such lease.

(e) **Taxes.** All taxes imposed by the federal, state, municipality, subdivision or instrumentality of the federal government or any other taxing authority, which are due or payable by DCS, have been paid in full or are adequately provided for by reserves shown in the records and books of account by DCS and will be so paid or provided for on the Effective Date. DCS has no knowledge of any assessed tax deficiency proposed or threatened against it.

(f) **Litigation and proceedings.** There is no suit, action or legal or administrative proceeding, or to the knowledge of DCS threatened against it which, if adversely determined,

would materially and adversely affect the financial condition of DCS or the conduct of its business, nor is there any decree, injunction or order of any court, governmental department or agency outstanding against DCS having any such effect.

(g) **Material contracts.** Except as otherwise disclosed to TBC with respect to certain obligations owed to BankBoston, N.A., DCS is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

(h) **No conflict.** On the Effective Date, the consummation of the transactions contemplated hereby will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed or trust or other material agreement or instrument to which DCS is a party.

8.2 Representations and Warranties of TBC. TBC represents and warrants to DCS as follows:

(a) **Organization.** TBC is a corporation duly organized, validly existing and in good standing under the laws of the state of Rhode Island, has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

(b) **Capitalization.** On the Effective Date, the authorized capital stock of TBC will be as set forth below and will be held as follows:

Taylor Box Company

4,000 Shares Common Stock, without par value

<u>Shareholder</u>	<u>Number of Shares</u>
Daniel S. Shedd	450

(c) **Subsidiaries.** TBC has no subsidiaries.

(d) **Title.** TBC has, and on the Effective Date will have, good and marketable title to the accounts, equipment, materials, supplies and other property of every kind, tangible or intangible, contained in its offices, or shown as assets in its records and books of account, free and clear of all liens, encumbrances and charges, except for liens, encumbrances and charges, if any, which do not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby. TBC has, and on the Effective Date will have, valid leases under which it is entitled to use in its business all personal property of which it is the lessee, and TBC has no knowledge of any default under any such lease.

(e) **Taxes.** All taxes imposed by the federal, state, municipality, subdivision or

instrumentality of the federal government or any other taxing authority, which are due or payable by TBC, have been paid in full or are adequately provided for by reserves shown in the records and books of account by TBC and will be so paid or provided for on the Effective Date. TBC has no knowledge of any assessed tax deficiency proposed or threatened against it.

(f) **Litigation and proceedings.** There is no suit, action or legal or administrative proceeding, or to the knowledge of TBC threatened against it which, if adversely determined, would materially and adversely affect the financial condition of TBC or the conduct of its business nor is there any decree, injunction or order of any court, governmental department or agency outstanding against TBC having any such effect.

(g) **Material contracts.** Except as otherwise disclosed to DCS with respect to certain obligations owed to BankBoston, N.A., TBC is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

(h) **No conflict.** On the Effective Date, the consummation of the transactions contemplated hereby will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed or trust or other material agreement or instrument to which TBC is a party.

9. Conduct of Businesses Pending the Merger. From and after the date of this Agreement and prior to the Effective Date, neither TBC nor DCS will, without the prior written consent of the other:

- (i) amend its Articles of Incorporation or bylaws;
- (ii) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (iii) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;
- (iv) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock;
- (v) declare or pay any dividends on or make any distributions in respect of any shares of its capital stock.

From and after the date of this Agreement and prior to the Effective Date, DCS will use its best efforts to preserve its business organization intact; to keep available to TBC the services of DCS's present officers and employees; and to preserve for TBC the goodwill of DCS's suppliers, clients and others having business relations with it.

10. Additional Agreements. TBC and DCS further agree as follows:

(a) **Access and Information.** TBC and DCS agree that each will give to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all such information concerning its affairs as such other party may reasonably request.

(b) **Further Assurances.** If at any time TBC shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, or confirm, of record or otherwise, in TBC the title to any property or rights TBC acquired or to be acquired by or as a result of the Merger, the proper officers and directors of TBC and DCS shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of TBC to vest, perfect or confirm title to such property or rights in TBC and otherwise carry out the purposes of this Agreement.

11. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the Effective Date, whether before or after adoption or approval of this Agreement by the shareholder of TBC and DCS under any one or more of the following circumstances:

- (i) by the consent of the shareholder of TBC and DCS;
- (ii) by TBC or DCS if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such corporation deems it advisable to proceed with the Merger; or
- (iii) by TBC or DCS if the requisite approval of the shareholder of both corporations shall not have been obtained on or before the Effective Date.

Upon any such termination and abandonment, no party shall have any liability or obligation hereunder to the others.

12. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Date by the party which is, or the shareholder of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its shareholder intended under this Agreement.

e. If the surviving entity's name has been amended via the merger, please state the new name:

N/A

f. If the surviving or new entity is to be governed by the laws of a state other than Rhode

Island, and such surviving or new entity is not qualified to conduct business in the State of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

N/A

g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is December 31, 1999.

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and if the shares of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class:

Name of Business Corporation	Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
Taylor Box Company	450		N/A
Die Cutting Services, Inc.	100		N/A

b. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

Name of Business Corporation	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Taylor Box Company	450	0		N/A	
Die Cutting Services, Inc.	100	0		N/A	

c. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

d. Complete the following subparagraphs i, ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is N/A .

ii) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

Number of Shares Outstanding of the Subsidiary Corporation	Designation of Class	Number of Shares of Subsidiary Corporation Owned by Surviving Corporation	Designation of Class
--	-------------------------	---	-------------------------

N/A

iii.) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on N/A .

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; or attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the

date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

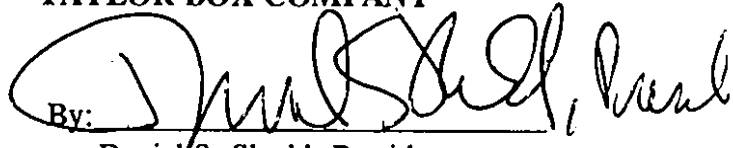
a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:


N/A

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

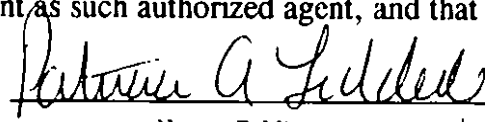
TAYLOR BOX COMPANY

By: 
Daniel S. Shedd, President

By: 
Susan Leach DeBlasio, Secretary

State of Rhode Island
County of Providence

In Providence on this 14th day of December, 1999, before me personally appeared Daniel S. Shedd, who being by me first duly sworn, declared that he is the President of the above-named entity and that he signed the foregoing document as such authorized agent, and that the statements therein contained are true.


Notary Public

My commission expires: 2/18/02

State of Rhode Island
County of Providence

In Providence on this 17th day of December, 1999, before me personally appeared Susan Leach DeBlasio, who being by me first duly sworn, declared that she is the Secretary of the above-named entity and that she signed the foregoing document as such authorized agent, and

that the statements therein contained are true.

Richard P. Stone

Notary Public

My commission expires: 7-1-01

DIE CUTTING SERVICES, INC.

By: Daniel S. Shedd, President

Daniel S. Shedd, President

By: Susan Leach DeBlasio

Susan Leach DeBlasio, Secretary

State of Rhode Island

County of Providence

In Providence on this 14th day of December, 1999, before me personally appeared Daniel S. Shedd, who being by me first duly sworn, declared that he is the President of the above-named entity and that he signed the foregoing document as such authorized agent, and that the statements therein contained are true.

Patricia A. Fiddell

Notary Public

My commission expires: 2/18/02

State of Rhode Island

County of Providence

In Providence on this 17th day of December, 1999, before me personally appeared Susan Leach DeBlasio, who being by me first duly sworn, declared that she is the Secretary of the above-named entity and that she signed the foregoing document as such authorized agent, and that the statements therein contained are true.

Richard P. Stone

Notary Public

My commission expires: 7-1-01



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

December 22, 1999

TO WHOM IT MAY CONCERN:

Re: DIE CUTTING SERVICES, INC.

It appears from our records that the above named corporation has filed all 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 above named corporation for the purpose of:

A MERGER – CORPORATION IS THE NONSURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Edward J. Flanagan, Jr.
Chief Revenue Agent
Corporations