

Filing Fee: \$50.00

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

DI LEONARDO INTERNATIONAL INCORPORATED

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)

PLAN OF MERGER

Plan of Merger, dated this 24th day of December, 1986 by and among DI LEONARDO INTERNATIONAL INCORPORATED, a Rhode Island corporation ("International" or the "Surviving Corporation"), DiLeonardo's Interiors, Inc ("Interiors") and DiLeonardo Designs, Inc., a Rhode Island corporation ("Designs"),

W I T N E S S E T H:

WHEREAS, the authorized capital stock of International consists of 100 shares of common stock without par value of which 100 shares are issued and outstanding;

WHEREAS, the authorized capital stock of Interiors consists of 120,000 shares of common stock having a par value of one cent (\$.01) of which 84,000 shares are issued and outstanding;

WHEREAS, the authorized capital stock of Designs consists of 1,000 shares of common stock having a par value of One Dollar (\$1.00) of which 1,000 shares are issued and outstanding;

WHEREAS, Interiors owns all of the issued and outstanding shares of common stock of both International and Designs; and

WHEREAS, the Board of Directors and the sole shareholder of International, and the sole director and respective sole shareholders of Interiors and Designs have determined that

it is advisable and in the best interest of International, Interiors and Designs and the shareholder of Interiors that Interiors and Designs be merged with and into International, pursuant to the provisions of Section 7-1.1-65 of the General Laws of Rhode Island, 1956, as amended (the "General Laws") (the "Merger");

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and in accordance with the applicable provisions of the General Laws, the parties hereto agree as follows:

1. At the Effective Time of the Merger (as hereinafter defined), Interiors and Designs shall be merged with and into International under the laws of the State of Rhode Island. International shall be the Surviving Corporation, and the identity, existence, powers, objects, franchises, rights and immunities of International, shall be unaffected and unimpaired by the Merger. At the Effective Time of the Merger, the separate existence of Interiors and Designs, except insofar as such separate existence may be continued by statute, shall cease.

2. The terms and conditions of the Merger are as follows:

2.1 At the Effective Time of the Merger, the Articles of Incorporation and the bylaws of International, as the same

exist at the Effective Time of the Merger, shall be the Articles of Incorporation and the bylaws of the Surviving Corporation, provided that the Articles shall be deemed to be amended to provide that the name of the Surviving Corporation is DiLeonardo International, Inc.

2.2 The directors of International at the Effective Time of the Merger shall continue to be the directors of the Surviving Corporation until their successors are elected and qualified in accordance with the bylaws of the Surviving Corporation.

2.3 The officers of International at 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.

2.4 At the Effective Time of the Merger, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of both Interiors and Designs, 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 each of the corporations so merged, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in

any of the corporations so merged shall not revert or be in any way impaired by reason of said Merger, but shall be vested in the Surviving Corporation. The Surviving Corporation, shall thenceforth be responsible and liable for all the liabilities and obligations of Interiors and Designs; and any claim existing or action or proceeding pending by or against Interiors or Designs may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of either Interiors or Designs.

3. At the Effective Time of the Merger, the 84,000 shares of issued and outstanding common stock of Interiors shall be converted into the right to receive 100 shares of common stock of the Surviving Corporation. Robert J. DiLeonardo who now owns 84,000 shares of the common stock of Interiors, shall be issued 100 shares of the common stock of the Surviving Corporation, and his Interiors stock shall be cancelled. The 100 shares of common stock of International now owned by Interiors shall be cancelled.

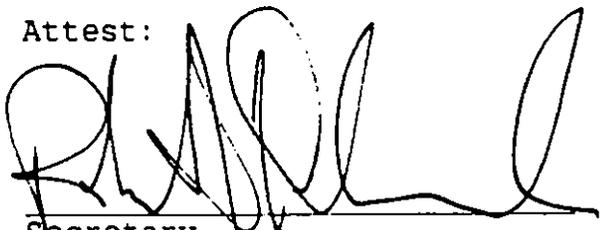
4. Since Interiors owns all of the issued and outstanding shares of Designs, all of such issued and outstanding shares shall be cancelled at the Effective Time of the Merger, and no shares of stock of the Surviving Corporation shall be issued in conversion therefor or with respect thereto.

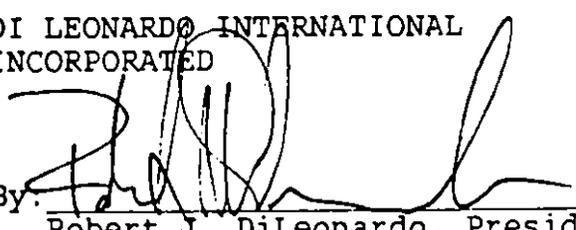
5. Upon the approval of this Agreement and Plan of Merger by the Board of Directors and sole shareholder of International and the sole director and respective sole shareholders of Interiors and Designs, and upon execution and delivery of the same, Articles of Merger shall be executed and filed with the Secretary of State of Rhode Island in accordance with Chapter 7-1.1 of the General Laws, together with a copy of this Plan of Merger as authorized, approved, signed and delivered.

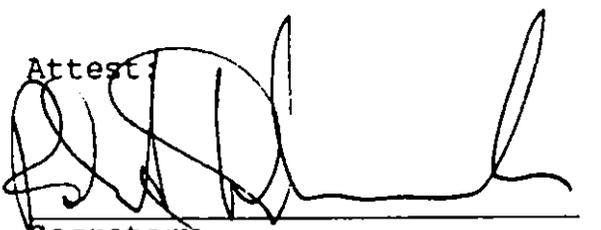
6. To the extent permitted by law, from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, Interiors and Designs shall execute, seal and deliver, or cause to be executed, sealed and delivered, all such deeds, documents and instruments, or shall take or cause to be taken, such further acts or other actions as the Surviving Corporation may deem necessary or desirable, in order to vest in and confirm to the Surviving Corporation title to, and possession of, any property of Interiors or Designs 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 International and the proper officers and the sole director of Interiors and Designs are fully authorized and directed in the name of Interiors and Designs or otherwise to take any and all such action.

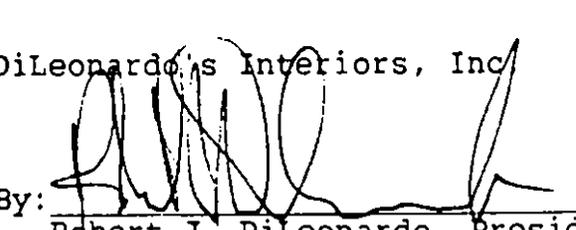
7. The Effective Time of the Merger provided for in this Plan of Merger shall be such time as Articles of Merger with respect to the Merger are filed with the Secretary of State of Rhode Island as required by applicable provisions of the General Laws.

IN WITNESS WHEREOF, DI LEONARDO INTERNATIONAL INCORPORATED, DiLeonardo's Interiors, Inc., and DiLeonardo Designs, Inc., pursuant to the approval and authority given by their respective directors and shareholders, have caused this Agreement and Plan of Merger to be signed by their respective duly authorized officers as of the date first above written.

Attest:

Secretary

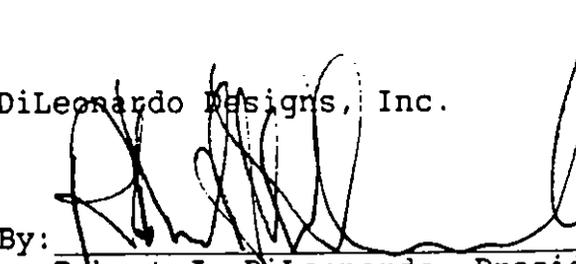
DI LEONARDO INTERNATIONAL INCORPORATED

By: Robert J. DiLeonardo, President

Attest:

Secretary

DiLeonardo's Interiors, Inc.

By: Robert J. DiLeonardo, President

Attest:

Secretary

DiLeonardo Designs, Inc.

By: Robert J. DiLeonardo, President

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:

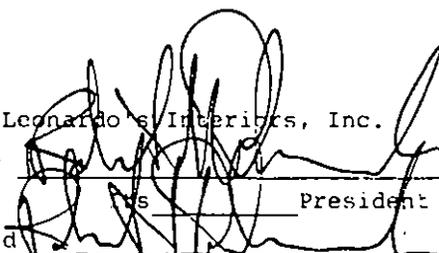
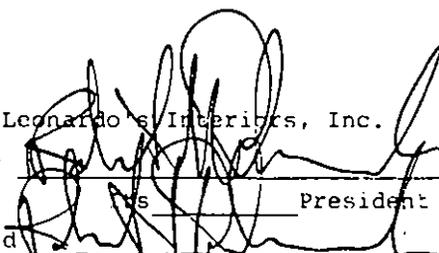
Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
1333 DiLeonardo's Interiors, Inc.	84,000	None	
1307 DiLeonardo Designs, Inc.	1,000	None	
DI LEONARDO INTERNATIONAL INCORPORATED	100	None	

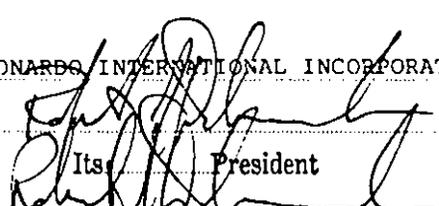
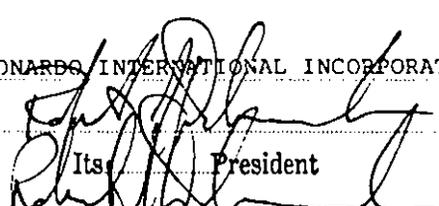
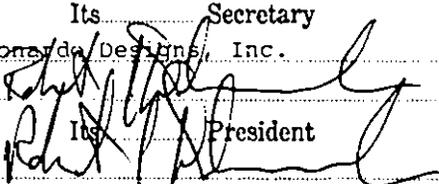
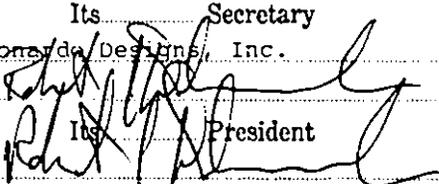
THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Total Voted For	Total Voted Against	Number of Shares		
			Entitled to Vote as a Class		
			Class	Voted For	Voted Against
DiLeonardo's Interiors, Inc.	84,000	0	None		
DiLeonardo Designs, Inc.	1,000	0	None		
DI LEONARDO INTERNATIONAL INCORPORATED	100	0	None		

FOURTH: Time merger to become effective (§ 7-1.1-69):

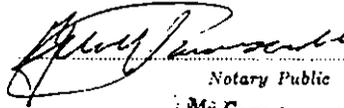
Dated December 29, 1986

DiLeonardo's Interiors, Inc.
 By 
 Its President
 and 
 Its Secretary

DI LEONARDO INTERNATIONAL INCORPORATED
 By 
 Its President
 and 
 Its Secretary
 DiLeonardo Designs, Inc.
 By 
 Its President
 and 
 Its Secretary

STATE OF RHODE ISLAND }
COUNTY OF Providence } Sc.

At Providence in said County on the 24th day of
December 19 86, before me personally appeared Robert J.
DiLeonardo, who being by me first duly sworn, declared that he is
the President of DI LEONARDO INTERNATIONAL INCORPORATED
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.



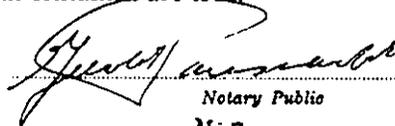
Notary Public

My Commission Expires
June 30, 1991

(NOTARIAL SEAL)

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } Sc.

At Providence in said county on the 24th day of
December 19 86, before me personally appeared Robert J.
DiLeonardo, who being by me first duly sworn, declared that he is
the President of DiLeonardo's Interiors, Inc.*,
that he signed the foregoing document as such President of the
corporations and that the statements therein contained are true.
*and DiLeonardo Designs, Inc.



Notary Public

My Commission Expires
June 30, 1991

(NOTARIAL SEAL)

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