

FD # 155383
Filing fee: \$20.00

**ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO
INDEPENDENT OIL COMPANY**

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>
Chescabot Estate, Inc.	New York
Independent Oil Company	Rhode Island

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

THIRD: The name of the surviving corporation is Independent Oil 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 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)

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>
Chescabot Estate, Inc.	414	No Par Common	414
Independent Oil Company	2304	Class A Common	1,000
		Class B Common	1,304

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>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Chescabot Estate, Inc.	414	0	No Par Common	414	0
Independent Oil Company	2304	0	Class A Common	1,000	0
			Class B Common	1,304	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 November 24, 1972

CHESCABOT ESTATE, INC.

By Anna H. Eder
Its Vice President

and Robert H. Eder
Its Secretary
INDEPENDENT OIL COMPANY

By Anna H. Eder
Its Vice President

and Robert H. Eder
Its Secretary

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } Sc.

At East Providence in said County on the 24th day of November 1972, before me personally appeared Anna H. Eder, who being by me first duly sworn, declared that she is the Vice President of Chescabot Estate Inc, and Independent Oil Company that she signed the foregoing document as such Vice President of the said corporation, and that the statements therein contained are true.

Marguerite F. Wood
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } Sc.

At East Providence in said County on the 24th day of November 1972, before me personally appeared Robert H. Eder, who being by me first duly sworn, declared that he is the Secretary of Chescabot Estate, Inc. and Independent Oil Company that he signed the foregoing document as such Secretary of the said corporation, and that the statements therein contained are true.

Marguerite F. Wood
Notary Public

(NOTARIAL SEAL)

610



NOV 30 1972 STATE 331 D

59.00

NOV 30 1972
NOV 30 1972

The terms and conditions of the proposed merger and the manner and basis of converting the shares of each constituent corporation are as follows:

- (1) After the effective date of the Plan, the shares of Chescabot Estate, Inc. shall be surrendered for cancellation.
- (2) Since Chescabot Estate, Inc. is a wholly-owned subsidiary of Independent Oil Company, the shareholders of Independent Oil Company shall continue to hold their shares without any exchange.
- (3) Upon the effective date of this Plan, the separate existence of Chescabot Estate, Inc. shall cease and said corporation shall be merged into the surviving corporation and the surviving corporation shall possess all the rights, privileges, powers, and franchises of a public and private nature and shall be subject to all the duties of each of the corporations parties to this Plan, and all and singular the rights, privileges, powers, and franchises of each of the corporations parties to this Plan, and all property, real, personal and mixed, and all debts due to the corporations parties to this Plan on whatever account shall be vested in the surviving corporation; and all property, rights, privileges, powers, contracts and franchises and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the respective corporations parties to this Plan; but all rights of creditors and all liens upon any property of the corporations parties to this Plan shall be preserved unimpaired and all debts, liabilities and duties of the respective corporations parties to this Plan shall thenceforth attach to the surviving corporation and be enforceable against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.
- (4) If, at any time, the surviving corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the surviving corporation, according to the terms hereof, the title to any property or rights of Chescabot Estate, Inc., the proper officers and directors of said corporation shall and will execute and make all such proper assignments and assurances and do all the things necessary or proper to vest title in such property or rights in the surviving corporation and otherwise to carry out the purposes of this Plan.
- (5) Upon the effective date of the merger, the assets and liabilities of the corporations parties to this Plan shall be carried on the

books of the surviving corporation at the amounts at which they respectively shall be carried on such date on the books of the corporations parties to this Plan. The capital surplus and earned surplus of the surviving corporation shall be the sum of the respective capital surpluses and earned surplus of the corporations parties to this Plan, subject in each case to such inter-company adjustments or eliminations as may be required to give effect to the merger. The aggregate amount of the net assets of the corporations parties to this Plan which was legally available for the payment of dividends immediately prior to the merger to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the surviving corporation.

- (6) The directors and officers of the surviving corporation shall continue in office until they resign and their successors are duly elected.
- (7) The by-laws of the surviving corporation, as they shall exist on the effective date of this merger, shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended, or repealed as therein provided.