

Filing fee: ~~\$50.00~~ <sup>\$100.00</sup>

69767

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

PCC Specialty Products, 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>
69767 PCC Specialty Products, Inc.	Delaware
86114 Rico Header Tools, Inc.	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 PCC Specialty Products, Inc.

and it is to be governed by the laws of the State of Delaware

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)

Rico Header Tools, Inc. will be merged into PCC Specialty Products, Inc., on the last day of the fiscal year (03-31-96) according to IRC Section 368(a) (1) (A).

**FILED**

OCT 02 1996

By

*[Signature]*

169122

Oct 2 1996  
CORPORATION

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>
PCC Specialty Products, Inc.	1,000	Common	1,000
		Preferred	1,000
Rico Header Tools, Inc.	11,041	Common	11,041

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 Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
PCC Specialty Products, Inc.	2,000	0	Common	1,000	
			Preferred	1,000	
Rico Header Tools, Inc.	11,041	0	Common	11,041	

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 June 26, 1996

PCC Specialty Products, Inc.  
 By W.C. McCormick  
 William C. McCormick  
 Its President Chairman, CEO

and Roy M. Marvin  
 Roy M. Marvin  
 Its Secretary

Rico Header Tools, Inc.  
 By W.C. McCormick  
 William C. McCormick  
 Its X President

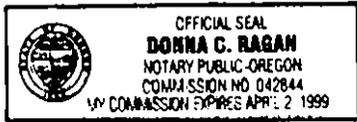
and Roy M. Marvin  
 Roy M. Marvin  
 Its X Secretary

STATE OF Oregon }  
 COUNTY OF Clackamas } Sc.

At 13309 S.E. 84th in said County on the 26 day of June 1996, before me personally appeared William McCormick, who being by me first duly sworn, declared that he is the Chairman, CEO, President of PCC Specialty Products, Inc., Rico Header Tools, Inc. that he signed the foregoing document as such Officer of the corporation, and that the statements therein contained are true.

Donna C. Ragan  
 Notary Public  
 Donna C. Ragan

(NOTARIAL SEAL)



STATE OF Oregon }  
 COUNTY OF Clackamas } Sc.

At 13309 S.E. 84th in said County on the 26 day of June 1996, before me personally appeared Roy Marvin, who being by me first duly sworn, declared that he is the Secretary of PCC Specialty Products, Inc., Rico Header Tools, Inc. that he signed the foregoing document as such Officer of the corporation, and that the statements therein contained are true.

Donna C. Ragan  
 Notary Public  
 Donna C. Ragan

(NOTARIAL SEAL)

## ARTICLES OF MERGER

Pursuant to Section 7-1.1-68.1 of the Rhode Island Business Corporation Act, the following Articles of Merger are adopted by PCC Specialty products, Inc., a Delaware corporation ("SPD"):

1. The Plan of Merger is as follows:
  - a. The name of the subsidiary corporation is Rico Header Tools, Inc., a Rhode Island corporation ("RHT"). The name of the corporation owning 100% of the shares of RHT is PCC Specialty Products, Inc., a Delaware corporation, which shall be the surviving corporation.
  - b. All shares of RHT stock will be canceled in the merger.
2. SPD owns 100 percent of the outstanding shares of Rico Header Tools, Inc., consisting of ~~1109~~ shares of common stock.
3. The mailing of a copy of the Plan of Merger has been waived by the sole shareholder.

March 15, 1996.

PCC SPECIALTY PRODUCTS, INC.

By W. C. de C...  
Chairman and CEO

By R. M. Mani  
Secretary

## CERTIFICATE OF MERGER

Pursuant to Sections 252 and 253 of the Delaware General Corporation Law, as amended, and Section 7-1.1-70 of the Rhode Island Business Corporation Act, as amended, PCC Specialty Products, Inc., a Delaware corporation, and Rico Header Tools, Inc., a Rhode Island corporation, hereby state as follows:

1. Constituent Corporations. The Constituent Corporations are PCC Specialty Products, Inc., a Delaware corporation, and Rico Header Tools, Inc., a Rhode Island corporation (the "Constituent Corporations").

2. Agreement of Merger. The signed Agreement of Merger among the Constituent Corporations (the "Merger Agreement") is on file at the principal place of business of the Surviving Corporation, located at 18 Industrial Drive, Holden, MA 01520. A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Constituent Corporation.

3. Approvals. The Merger Agreement has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations.

4. Surviving Corporation. PCC Specialty Products, Inc. shall be the surviving corporation (the "Surviving Corporation").

5. Certificate of Incorporation. The Certificate of Incorporation of PCC Specialty Products, Inc. shall be the Certificate of Incorporation of the Surviving Corporation.

6. Authorized Capital. The authorized capital stock of Rico Header Tools, Inc. is 11,041 shares of common stock.

DATED: March 15, 1996.

PCC SPECIALTY PRODUCTS, INC.

By

W.C. McCormick

William C. McCormick, Chairman, CEO

and

By

Roy M. Marvin

Roy M. Marvin, Secretary

RICO HEADER TOOLS, INC.

By

W.C. McCormick  
President

and

By

Roy M. Marvin

Secretary

## AGREEMENT OF MERGER

This AGREEMENT OF MERGER ("Merger Agreement") is made as of March 15, 1996, between and among PCC Specialty Products, Inc., a Delaware corporation ("SPD"), and Rico Header Tools, Inc., a Rhode Island corporation ("RHT")(collectively, "Constituent Corporations").

### RECITALS

1. The authorized capital stock of SPD consists of 1,000 shares of Common Stock, \$.01 par value, of which 1,000 shares are issued and outstanding; and 1,000 shares of Preferred Stock, \$.01 par value, of which 1000 are issued and outstanding;
2. The authorized capital stock of RHT consist of 11,041 shares of Common Stock, no par value, all of which are issued and outstanding and owned by SPD;
3. The directors of each corporation deem it advisable and to the advantage of the Constituent Corporations that SPD and RHT merge with and into SPD upon the terms and conditions herein provided;

THEREFORE, the parties adopt the plan of merger encompassed by this Merger Agreement and agree that SPD and RHT shall merge into SPD on the following terms and conditions:

#### 1. MERGER; SURVIVING CORPORATION; AND EFFECTIVE TIME.

1.1 Merger. As soon as practicable following the fulfillment (or waiver, to the extent permitted) of conditions specified in this Merger Agreement, SPD and RHT shall be merged ("Merger"). SPD shall be the surviving corporation in the Merger.

1.2 Surviving Corporation. At the Effective Time, SPD, as the surviving corporation ("Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware, and the separate corporate existence of RHT shall be terminated and shall cease.

#### 2. TREATMENT OF SECURITIES

2.1 Stock of SPD and RHT. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of RHT issued and outstanding immediately prior to the Effective Time shall be canceled.

### 3. TRANSFER OF ASSETS AND LIABILITIES; EMPLOYEE BENEFIT AND SHAREHOLDER PLANS.

3.1 Succession. At the Effective Time, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to any of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, officers and directors shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall attach to the Surviving Corporations, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as such claim, action or proceeding may be modified with the consent of such creditors.

3.2 Employee Benefit and Shareholders Plans. As of the Effective Time, SPD shall assume all obligations of RHT under any and all employee benefit or shareholder plans in effect as of such date or with respect to which employee or shareholder rights or accrued benefits are outstanding as of such date, and shall continue in effect all such employee benefit and shareholder plans, upon the same terms and conditions as were in effect immediately prior to the Merger.

### 4. MISCELLANEOUS

4.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of RHT such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of RHT and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of RHT or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Amendment. This Merger Agreement may be amended by the Boards of Directors of the Constituent Corporations at any time prior to the filing of this Merger Agreement with the Secretary of State of each of Delaware and Rhode Island with the approval of the shareholders of the Constituent Corporations.

4.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived to the extent permitted by law in the sole discretion of the Boards of Directors of the Constituent Corporations: (i) the Merger shall have been approved by the shareholders of the Constituent Corporations; (ii) any and all nongovernmental consents, permits, authorizations, approvals and orders deemed, in the sole discretion of the board of directors of SPD to be material to consummation of the Merger shall have been obtained; and (iii) the parties shall have made all filings and received all approvals of any governmental or regulatory agency of competent jurisdiction necessary in order to consummate the Merger, and each of such approvals shall be in full force and effect.

4.4 Abandonment or Deferral. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of any or all of the Constituent Corporations, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of the Constituent Corporations, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of any Constituent Corporation or its Board of Directors or shareholders with respect thereto.

4.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of SPD and RHT, is hereby executed on behalf of each Constituent Corporation.

PCC SPECIALTY PRODUCTS, INC.  
a Delaware corporation

By: W. C. McC...  
Chairman, CEO

ATTEST:

By: R. M. Martin  
Secretary

RICO HEADER TOOLS, INC.  
a Rhode Island corporation

By: W. P. McC...  
President

ATTEST:

By: R. M. Martin  
Secretary

CONSENT OF  
BOARD OF DIRECTORS  
OF  
PCC SPECIALTY PRODUCTS, INC.

The undersigned, being all of the directors of PCC Specialty Products, Inc. (the "Company"), adopt the following resolutions:

RESOLVED, that the Merger Agreement and the Plan of Merger attached as Exhibits A and B hereto, relating to the merger of Rico Header Tools, Inc., a wholly owned subsidiary of the Company with and into the Company, are hereby approved.

RESOLVED, that the officers of the Company are authorized and directed to execute a Certificate of Merger, Articles of Merger and such other documents as are necessary to effect the foregoing, and to file such documents with appropriate governmental authorities.

DATED: March 15, 1996.

  
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William C. McCormick

  
\_\_\_\_\_  
William D. Larsson

  
\_\_\_\_\_  
Roy M. Marvin



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 17, 1996

TO WHOM IT MAY CONCERN:

Re: RICO HEADER TOOLS, INC.

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 NONSURVIVOR**

Very truly yours,

R. Gary Clark  
Tax Administrator

Ernest A. DeAngelis  
Chief Revenue Agent  
Corporations