

Filing Fee: See Instructions

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

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M1 9:19

ARTICLES OF MERGER OR CONSOLIDATION INTO

SANTORO OIL COMPANY, INC.

(Insert full name of surviving or new entity on this line)

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

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] 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 state under which each is organized are:

2518
1257

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include DOMESTIC INDUSTRIES CORPORATION and SANTORO OIL COMPANY, INC.

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 SANTORO OIL COMPANY, INC. which is to be governed by the laws of the state of RHODE ISLAND

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)

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 the State of 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: (i) 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; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) 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. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing DECEMBER 31, 2005

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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 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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DEC 29 2005

By [Signature] 85598

b. Complete the following subparagraphs i and ii 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) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) N/A

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

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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.

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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:

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.

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

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

DOMESTIC INDUSTRIES CORPORATION

Print Entity Name

By [Signature]
Name of person signing

PRESIDENT

Title of person signing

By [Signature]
Name of person signing

SECRETARY

Title of person signing

SANTORO OIL COMPANY, INC.

Print Entity Name

By [Signature]
Name of person signing

PRESIDENT

Title of person signing

By [Signature]
Name of person signing

SECRETARY

Title of person signing

PLAN AND AGREEMENT OF MERGER

DOMESTIC INDUSTRIES CORPORATION

and

SANTORO OIL COMPANY, INC.

THIS AGREEMENT, made this day of December, 2005 between Santoro Oil Company, Inc. (hereinafter sometimes referred to as the "Surviving Corporation") and Domestic Industries Corporation (hereinafter sometimes referred to as "Domestic").

WITNESSETH:

WHEREAS, Santoro Oil Company, Inc. was duly incorporated under the laws of Rhode Island on November 19, 1973 and continuously since that date has been and now is a corporation existing under and by virtue of the laws of said State. Santoro Oil Company, Inc. has an authorized capital stock of One Hundred (100) shares of common stock with no par value, of which One Hundred (100) shares are issued and outstanding; and

WHEREAS, Domestic Industries Corporation was duly incorporated under the laws of Rhode Island on December 29, 1983 and continuously since that last mentioned date has been and now is a corporation existing under and by virtue of the laws of said State of Rhode Island having an authorized capital stock of Seventeen Thousand (17,000) shares comprised of Twelve Thousand (12,000) shares of common stock with a par value of \$1.00 each and Five Thousand (5,000) shares of preferred stock with a par value of \$100.00 each, of which Five Thousand Five Hundred Ninety (5,590) shares of common stock are issued and outstanding and Four Thousand Six Hundred Fifty Five (4,655) of preferred stock are issued and outstanding; and

WHEREAS, the stockholders of these companies deem it advisable and in the best interests of their respective companies that Domestic Industries Corporation merge with Santoro Oil Company, Inc. and that the Surviving Corporation shall be Santoro Oil Company, Inc. in accordance with Internal Revenue Code Section 368(1)(A). The merger will result in the achievement of an important corporate business purpose. As a result of this transaction, the parties will consolidate, reduce and simplify internal and external accounting or tax respecting functions.

NOW THEREFORE, it is agreed:

1. **Effective Date.** If adopted by the shareholders of the Surviving Corporation and Domestic Industries Corporation pursuant to Rhode Island law, at separate meetings to be held on December 15, 2005, this Agreement of Merger shall be certified, signed, and acknowledged, filed and recorded pursuant to the law of Rhode Island as promptly as practicable. At the meetings of the shareholders of Domestic Industries Corporation and the Surviving Corporation there shall be submitted this Plan and Agreement of Merger of Domestic Industries Corporation and the Surviving Corporation pursuant to Section 7-1.2-1001 et seq. of the General Laws of Rhode Island, 1956, as amended, and if approved and adopted by the shareholders of Domestic Industries Corporation and Santoro Oil Company, Inc. in conformity with the laws of the State of Rhode Island, the Secretary of Domestic Industries Corporation and the Secretary of Santoro Oil Company, Inc. shall certify hereon the fact of the vote so approving and adopting this Agreement of Merger under the seals of their respective corporations, and this Plan and Agreement of Merger, so certified, and the Articles of Merger shall be signed, acknowledged, filed and recorded pursuant to the laws of the State of Rhode Island as promptly as practicable. Upon filing and recording of the Plan and Agreement of Merger and Articles of Merger by the Surviving Corporation pursuant to Rhode Island law, the merger provided for herein shall become effective as of midnight, December 31, 2005, which time is

herein called the "Effective Date".

2. Merger. Domestic Industries Corporation shall be merged into Santoro Oil Company, Inc. on the Effective Date and Santoro Oil Company, Inc. shall survive such merger and continue its existence under the Articles of Incorporation of Domestic Industries Corporation now in effect.

3. Articles of Incorporation. The Articles of Incorporation of Domestic Industries Corporation shall be the Articles of Incorporation of Santoro Oil Company, Inc. as the Surviving Corporation.

4. By-Laws. The By-Laws of Domestic Industries Corporation shall be the By-Laws of Santoro Oil Company, Inc. as the Surviving Corporation until amended as provided by law.

5. Authorized Capital Stock. The authorized capital stock of the Surviving Corporation, upon the Effective Date of the Merger, shall be Seventeen Thousand (17,000) shares comprised of Twelve Thousand (12,000) shares of common stock with a par value of \$1.00 each and Five Thousand (5,000) shares of preferred stock with a par value of \$100.00 each.

6. Terms and Conditions of Merger. The terms and conditions of the merger, the mode of carrying the same into effect as well as the manner of converting shares of common stock and preferred stock of Domestic Industries Corporation into shares of common stock and preferred stock of the Surviving Corporation shall be as follows:

(a) Santoro Oil Company, Inc. Common Stock. None of the shares of the common stock of the Surviving Corporation issued at the time of the Effective Date shall be converted as a result of the merger; rather, all such shares shall become treasury shares of the Surviving Corporation.

(b) Domestic Industries Corporation Common Stock and Preferred Stock. At the time of the Effective Date of the merger, the Five Thousand Five Hundred Ninety (5,590) shares of common stock, \$1.00 par value, of Domestic

Industries Corporation issued and outstanding shall be converted into and become Five Thousand Five Hundred Ninety (5,590) shares of common stock, \$1.00 par value of the Surviving Corporation, and each holder of issued and outstanding common stock of Domestic Industries Corporation, upon surrender to the Surviving Corporation of one or more stock certificates for common stock of Domestic Industries Corporation for cancellation shall be entitled to receive one or more stock certificates for the number of shares of common stock of the Surviving Corporation into which the common stock of Domestic Industries Corporation, so surrendered, shall have been converted as aforesaid, together with any dividends on the common stock of the Surviving Corporation as to which the payment date shall have occurred on or before the date of surrender. At the time of the Effective Date of the merger, the Four Thousand Six Hundred Fifty Five (4,655) shares of preferred stock, \$100.00 par value, of Domestic Industries Corporation issued and outstanding shall be converted into and become Four Thousand Six Hundred Fifty Five (4,655) shares of preferred stock, \$100.00 par value, of the Surviving Corporation, and each holder of issued and outstanding preferred stock of Domestic Industries Corporation, upon surrender to the Surviving Corporation of one or more stock certificates for preferred stock of Domestic Industries Corporation for cancellation shall be entitled to receive one or more stock certificates for the number of shares of preferred stock of the Surviving Corporation into which the preferred stock of Domestic Industries Corporation, so surrendered, shall have been converted as aforesaid. Each issued share of Domestic Industries Corporation common stock and preferred stock held in its treasury at the time of the Effective Date shall be cancelled and shall not be converted.

(c) Surrender of Stock Certificates. As soon as practicable after the Effective Date of the merger, the stock certificates representing common stock and preferred stock of Domestic Industries Corporation issued and outstanding at the of the Effective Date shall be surrendered to the Surviving Corporation for exchange as hereinabove provided. Until so surrendered, each such stock

certificate shall be deemed for all corporate purposes (except for payments of dividends which shall be subject to exchange for stock certificates as hereinabove provided) to evidence the ownership of the number of shares of common stock, \$1.00 par value per share and preferred stock, \$100.00 par value per share, of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

7. Possession and Enjoyment, Etc. On the Effective Date of the merger, the Surviving Corporation shall succeed, without other transfer, to possession and enjoyment of all the rights, privileges, powers and franchises, as well of public as of private matters, including ownership of, and the right to use of, the presently existing Employer Identification Number assigned to Domestic Industries Corporation by the Internal Revenue Service, viz: EIN No. 05-0412197, and be subject to all of the restrictions, disabilities and duties of Domestic Industries Corporation and all the property, real, personal and mixed, and all debts due to Domestic Industries Corporation on whatever account shall be vested in the Surviving Corporation; provided, however, that all rights of creditors and all liens upon any property of Domestic Industries Corporation shall be preserved, unimpaired, and all the debts, liabilities and duties of Domestic Industries Corporation shall hereafter attach to the Surviving Corporation, shall be assumed by it and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation; and provided further, that any action or proceeding pending by or against Domestic Industries Corporation may be prosecuted to judgment as if the merger had not taken place or the Surviving Corporation may be substituted in place of Domestic Industries Corporation.

8. Duties of Domestic Industries Corporation. Domestic Industries Corporation agrees that from time to time, if and when required by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take, or cause to be taken, such further and continuing action as the Surviving

Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title and possession of all of its property, rights, privileges, powers and franchises, and otherwise to carry out the intent and purpose of this Agreement.

9. Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of the merger.

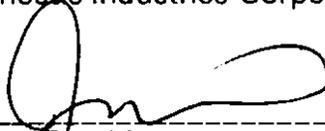
10. Assets and Liabilities. The assets and liabilities of Domestic Industries Corporation acquired by the Surviving Corporation shall be taken on the books of the Surviving Corporation at the amounts at which they shall be carried at the Effective Date of the merger on the books of Domestic Industries Corporation.

11. Amendment. The Surviving Corporation hereby reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights, and powers of whatsoever nature conferred by the Articles of Incorporation upon any stockholder, director or other person shall be subject to this reservation.

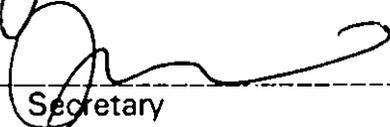
IN WITNESS WHEREOF, Domestic Industries Corporation has signed its corporate name, by its President and Secretary under its corporate seal, and Santoro Oil Company, Inc. has caused this Agreement to be signed by its President and Secretary under its corporate seal, all as of the day and year first

above written.

Domestic Industries Corporation

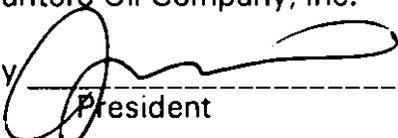
By 

President

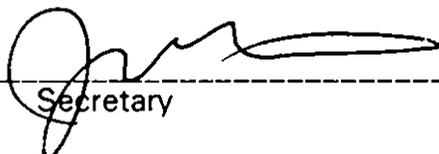
By 

Secretary

Santoro Oil Company, Inc.

By 

President

By 

Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE on the 22nd day of December, 2005 before me personally appeared Joseph A. Santoro, by me known and known by me to be the President and Secretary of **Domestic Industries Corporation**, and the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his/free act and deed and the free act and deed of **Domestic Industries Corporation**.


Notary Public
My Commission Expires: 7/26/09

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE on the 22nd day of December, 2005 before me personally appeared Joseph A. Santoro, by me known and known by me to be the President and Secretary of **Santoro Oil Company, Inc.**, and the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his/free act and deed and the free act and deed of **Santoro Oil Company, Inc.**


Notary Public
My Commission Expires: 7/26/09

CERTIFICATE

I, **JOSEPH A. SANTORO**, the duly elected, qualified and acting Secretary of Domestic Industries Corporation, hereby certify that the foregoing Agreement of Merger between Domestic Industries Corporation and Santoro Oil Company, Inc., dated December ~~19~~, 2005, was adopted by vote of the stockholders at a Special Meeting of Stockholders duly called and held for that purpose in accordance with the laws of the State of Rhode Island at Providence at 10:30 on December 15, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand as said Secretary and affixed the corporate seal of Domestic Industries Corporation.


Secretary of Domestic Industries Corporation

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Subscribed and sworn to before me in the City of Providence this 22nd day of December, A.D. 2005.


Notary Public
My Commission Expires: 7/26/09

CERTIFICATE

I, **JOSEPH A. SANTORO**, the duly elected, qualified and acting Secretary of Santoro Oil Company, Inc., hereby certify that the foregoing Agreement of Merger between Domestic Industries Corporation and Santoro Oil Company, Inc., dated December 19, 2005, was adopted by vote of the stockholders at a Special Meeting of Stockholders duly called and held for that purpose in accordance with the laws of the State of Rhode Island at Providence at 11:30 on December 15, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand as said Secretary and affixed the corporate seal of Santoro Oil Company, Inc..


Secretary of Santoro Oil Company, Inc.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Subscribed and sworn to before me in the City of Providence this 22nd day of December, A.D. 2005.


Notary Public
My Commission Expires: 7/26/09