

Filing fee: ~~\$20.00~~^{50.00}

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

WARWICK FOODS, INC.

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)

See Copy of Agreement of Merger Attached.

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:

<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>
G & J Foods, Inc.	1000	Common	1000
Warwick Foods, Inc.	1000	Common	1000

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:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
G & J Foods, Inc.	1000	NONE	Common	1000	NONE
Warwick Foods, Inc.	1000	NONE	Common	1000	NONE

FOURTH: Time merger to become effective (§ 7-1.1-69): June 30, 1986

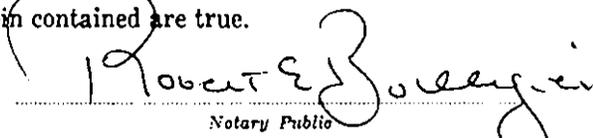
6/30/86

Dated June 2, 1986

G & J Foods, Inc.
 By *[Signature]*
 Its President
 and *[Signature]*
 Its Secretary
 Warwick Foods, Inc.
 By *[Signature]*
 Its President
 and *[Signature]*
 Its Secretary

STATE OF RHODE ISLAND }
COUNTY OF KENT } Sc.

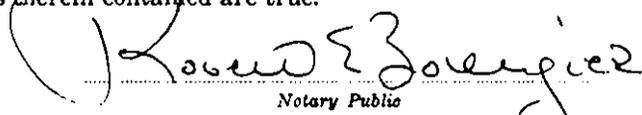
At Warwick in said County on the 2 day of
June 19 86, before me personally appeared Giuseppe
Illiano, who being by me first duly sworn, declared that he is
the President of G & J FOODS, INC.,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.


Notary Public
Robert E. Bollengier

(NOTARIAL SEAL)

STATE OF RHODE ISLAND }
COUNTY OF KENT } Sc.

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AGREEMENT

THIS AGREEMENT AND PLAN OF MERGER dated June 2, 1986, made by and between G & J FOODS, INC. and a majority of the directors thereof, parties of the first part, and WARWICK FOODS, INC. and a majority of the directors thereof, parties of the second part, WITNESSETH THAT:

(1) WHEREAS, G & J FOODS, INC. is a corporation organized and existing under the laws of the State of Rhode Island with its principal office in the State of Rhode Island being located at 1 Meadowbrook Road, North Providence, Rhode Island, and the name of its Registered Agent is Amedo C. Merolla; and

(2) WHEREAS, G & J FOODS, INC. has a capitalization consisting of 1000 authorized shares of Common Stock, of No Par Value, of which 1000 shares are issued and outstanding; and

(3) WHEREAS, WARWICK FOODS, INC. is a corporation organized and existing under the laws of the State of Rhode Island with its principal office in the State of Rhode Island being located at 1982 Warwick Avenue, Warwick, Rhode Island, and the name of its Registered Agent is Amedo C. Merolla; and

(4) WHEREAS, WARWICK FOODS, INC. has a capitalization Consisting of 1000 authorized shares of Common Stock, of No Par Value, of which 1000 shares are issued and outstanding; and

(5) WHEREAS, the respective Boards of Directors of the Companies have determined that it is advisable that G & J FOODS, INC. be merged into WARWICK FOODS, INC. on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of Rhode Island, which laws permit such merger;

NOW THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that G & J FOODS, INC. be merged into WARWICK FOODS, INC., and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of converting the shares of G & J FOODS, INC. into shares of WARWICK FOODS, INC. shall be as follows:

(6) ARTICLE I. G & J FOODS, INC. and WARWICK FOODS, INC. shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Rhode Island, by G & J FOODS, INC. merging into WARWICK FOODS, INC. which shall be the surviving corporation. The separate existence of G & J FOODS, INC. shall cease and the existence of WARWICK FOODS, INC. shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the General Corporation Law of the State of Rhode Island.

(7) ARTICLE II. 1. The Articles of Incorporation of WARWICK FOODS, INC. shall continue to be its Articles of Incorporation following the effective date of the merger, until the same shall be altered or amended.

2. The By-Laws of WARWICK FOODS, INC. shall be and remain the By-Laws of WARWICK FOODS, INC. until altered, amended or repealed.

3. The directors and officers of WARWICK FOODS, INC. in office on the effective date of the merger shall continue in office and shall constitute the directors and officers of WARWICK FOODS, INC. for the term elected until their respective successors shall be elected or appointed and qualified.

(8) ARTICLE III. On the effective date of the merger:

1. WARWICK FOODS, INC. shall possess all rights, privileges, immunities, powers and franchises as well of a public as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Corporations; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good will of the business in connection with which said patents and trademarks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Corporations shall be deemed to be transferred to and vested in WARWICK FOODS, INC. without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Corporations shall not revert or be in any way impaired by reason of the merger.

2. WARWICK FOODS, INC. shall be responsible and liable for all the liabilities and obligations of each of the Corporations; and any claim existing or action or proceeding pending by or against either of the Corporations may be prosecuted to judgment as if the merger had not taken place, or WARWICK FOODS, INC. may be substituted in its place and neither the rights or creditors nor any liens upon the property of either of the Corporations shall be impaired by the merger. WARWICK FOODS, INC. shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of G & J FOODS, INC.

3. The aggregate amount of the net assets of the Corporations which is available for payments of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by issuance of shares of stock or otherwise, shall continue to be available for the payment of dividends.

(9) ARTICLE IV. The manner and basis of converting the shares of stock of each of the Corporations into shares of stock of WARWICK FOODS, INC are as follows:

1. The shares of Common Stock of WARWICK FOODS, INC., whether authorized or issued on the effective date of the merger shall not be converted or exchanged as a result

of the merger, but upon said date, all shares of Common Stock of WARWICK FOODS, INC. theretofore authorized (whether issued or unissued) shall be and be deemed to be shares of Common Stock of WARWICK FOODS, INC. and all such shares of stock of WARWICK FOODS, INC., outstanding on the effective date of the merger shall remain outstanding, shall be and be deemed fully-paid and non-assessable and shall retain all rights to accrued and unpaid dividends, if any.

2. Each share of Common Stock of G & J FOODS, INC. issued and outstanding on the effective date of the merger and all rights in respect thereof, shall, on said date, be surrendered to WARWICK FOODS, INC. to be held as Treasury Stock.

3. As soon as practicable after the effective date of the merger, the holder of an outstanding certificate or certificates theretofore representing shares of Common Stock of G & J FOODS, INC. shall surrender the same to WARWICK FOODS, INC. Until so surrendered, for exchange, each outstanding certificate which, prior to the effective date of the merger, represented shares of Common Stock of G & J FOODS, INC. shall be deemed for all corporate purposes to evidence the ownership of the number of whole shares of Common Stock of WARWICK FOODS, INC. which the holder of the certificate for shares of Common Stock of G & J FOODS, INC. would be entitled to receive upon surrender thereof for exchange as aforesaid.

(10) ARTICLE V. WARWICK FOODS, INC. shall pay all expenses of accomplishing the merger.

(11) ARTICLE VI. If at any time WARWICK FOODS, INC. shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm or record in WARWICK FOODS, INC. the title to any property or rights of G & J FOODS, INC., as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in WARWICK FOODS, INC.

(12) ARTICLE VII. Each of the Corporations shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Rhode Island to consummate and make effectue the merger, subject, however, to the appropriate vote or consent of the stockholders of each of the Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Rhode Island.

(13) ARTICLE VIII. The effective date of the merger shall be at the close of business of June 30, 1986, provided that upon such date, all acts and things shall have been done as shall be required for accomplishing the merger under the applicable provisions of the laws of the State of Rhode Island.

(14) ARTICLE IX. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by action of the Board of Directors of either WARWICK FOODS, INC. or G & J FOODS, INC. at any time

prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of:

1. If, in the judgment of the Board of Directors of WARWICK FOODS, INC. or of G & J FOODS, INC., the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the General Corporation Law of the State of Rhode Island.

(15) ARTICLE V. WARWICK FOODS, INC. and G & J FOODS, INC. each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or case or make any other distribution on or with respect to their outstanding stock.

IN WITNESS WHEREOF, the corporate parties hereto, pursuant to authority given by their respective Board of Directors, have caused this Agreement and Plan of Merger to be entered into and signed by their respective directors, or a majority of them, and in their respective corporate names by their respective Presidents or Vice Presidents, and their corporate seals to be hereunto affixed, and to be attested by their respective Secretaries or Assistant Secretaries, all as of the date and year first above written.

WARWICK FOODS, INC.

By *Philip S. Thomas*
Its _____ President

and *Philip S. Thomas*
Its _____ Secretary

G & J FOODS, INC.

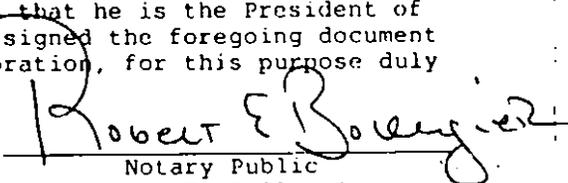
By *Philip S. Thomas*
Its _____ President

and *Philip S. Thomas*
Its _____ Secretary

STATE OF RHODE ISLAND

COUNTY OF KENT

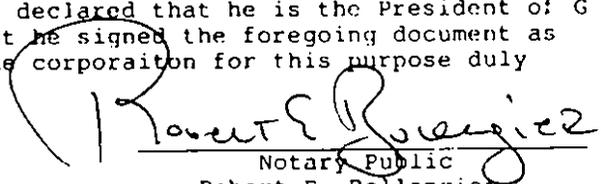
At Warwick in said County on the 2nd day of June 1986, before me personally appeared GIUSEPPE ILLIANO, who being by me first duly sworn, declared that he is the President of WARWICK FOODS, INC., that he signed the foregoing document as such President of the corporation, for this purpose duly authorized.


Notary Public
Robert E. Bollengier

STATE OF RHODE ISLAND

COUNTY OF KENT

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