

Filing fee: \$20.00

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

Thrush/AMTROL 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>
✓ Thrush Products, Inc.	Indiana
✓ Thrush/AMTROL 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

Thrush/AMTROL Inc.

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>
Thrush Products, Inc.	1425.5		N/A
Thrush/AMTROL Inc.	8000		N/A

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>
Thrush Products, Inc.	1425.5	0			N/A
Thrush/AMTROL Inc.	8000	0			N/A

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.

EIGHTH: Time merger to become effective (§7-1.1-69) - January 1, 1980 - 12:01 A.M.
Dated December 31, 1979

THRUSH Products, Inc.
By Jerry T. Thompson
Its President
and Robert L. Thompson
Its Secretary

Thrush/AMTROL Inc.
By Albert N. D'Amico
Its President
and Joachim A. Weissfeld
Its Secretary

STATE OF Indiana }
COUNTY OF Miami } Sc.

At Peru, Indiana in said County on the 20th day
of December 1979, before me personally appeared
Jerry T. Thompson, who being by me first duly sworn, declared that he
is the President of THRUSH Products, Inc.,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

John A. Eckstein
Notary Public
John A. Eckstein

(NOTARIAL SEAL)

My Commission Expires September 18, 1983. My County of Residence is Marion.

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } Sc.

At Providence in said County on the 27th day
of December 1979, before me personally appeared
Albert N. D'Amico, who being by me first duly sworn, declared that he
is the President of Thrush/AMTROL Inc.,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

Constance A. Hawes
Notary Public
Constance A. Hawes

(NOTARIAL SEAL)

My Commission Expires June 30, 1981

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AGREEMENT OF MERGER

of

Thrush Products, Inc., an Indiana Corporation

with and into

Thrush/AMTROL Inc., a Rhode Island Corporation

THIS AGREEMENT OF MERGER, (hereinafter called "Agreement"), dated as of December 31, 1979, by and between Thrush Products Inc., an Indiana corporation, (hereinafter called "Thrush"), and Thrush/AMTROL Inc., a Rhode Island corporation, (hereinafter called "Thrush/AMTROL"), which corporations are sometimes hereinafter called "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, Thrush is a duly organized and validly existing corporation in good standing under the laws of the State of Indiana, and Thrush/AMTROL is a duly organized and validly existing corporation in good standing under the laws of the State of Rhode Island; and

WHEREAS, the authorized capitalization of Thrush consists of 2,300 shares of common stock, without par value, of which 1,425.5 shares are issued and outstanding; and

WHEREAS, the authorized capitalization of Thrush/AMTROL consists of 8,000 shares of common stock, \$1 par value, of which 8,000 shares are issued and outstanding, and all of which shares are owned legally and beneficially by AMTROL Inc., a Rhode Island corporation; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable and generally to the advantage and welfare of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire so to merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Rhode Island and the State of Indiana;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE I

Merger

Thrush shall be merged with and into Thrush/AMTROL on the effective date of the merger, as hereinafter defined. Thrush/AMTROL shall thereafter continue as the surviving corporation, and as such it is sometimes hereinafter referred to as the "Surviving Corporation".

ARTICLE II

Articles of Incorporation

From and after the effective date of the merger, the Articles of Incorporation of Thrush/AMTROL shall be the Articles of Incorporation of the Surviving Corporation, without change, and shall remain in effect thereafter until the same shall be amended or altered in accordance with law, the Articles of Incorporation and the by-laws.

ARTICLE III

By-laws

Upon the effective date of the merger, the by-laws of Thrush/AMTROL shall be the by-laws of the Surviving Corporation until the same shall thereafter be amended, altered or repealed in accordance with law, the Articles of Incorporation and said by-laws.

ARTICLE IV

Directors

The names and addresses of the persons who shall constitute the Board of Directors of Thrush/AMTROL at the effective date of the merger are as follows:

Directors

Albert N. D'Amico
1400 Division Road
West Warwick, RI 02893

Kenneth L. Kirk
1400 Division Road
West Warwick, RI 02893

Joseph E. Troccoli
1400 Division Road
West Warwick, RI 02893

Joachim A. Weissfeld
2000 Hospital Trust Tower
Providence, RI 02903

ARTICLE V

Conversion of Shares

At the Effective Date, each share or fractional share of Thrush Common Stock which shall be validly issued and outstanding immediately prior thereto shall, by virtue of the Merger, either: (i) be converted into and become, without any action on the part of the holder thereof, 116. shares of fully paid and nonassessable AMTROL Common Stock or a proportionate number thereof, or (ii) at the option of the shareholders, be exchanged for cash (payable by check) in the amount of \$1,834.86 for each share; provided, however, that such option shall be exercised no later than five (5) days prior to the closing by a duly executed letter of transmittal in the form to be sent to Thrush shareholders by Thrush; and provided further, that in no event shall more than eight percent (8%) of the Thrush Common Stock issued and outstanding on the Effective Date be exchanged for cash.

No fractional shares of AMTROL Common Stock shall be issued.

As of the Effective Date, each holder of an outstanding certificate which prior thereto represented shares of Thrush Common Stock shall surrender the same, and such holders shall be entitled upon such surrender to receive in exchange therefor certificates representing the number of whole shares of AMTROL Common Stock into which the shares theretofore represented by the certificates or certificates so surrendered shall have been converted.

As of the Effective Date, each holder of Thrush Common Stock whose shares were deemed to be exchanged for cash shall be entitled to receive in exchange therefor \$1,834.86 in cash without interest thereon (payable by check) for each share so surrendered; provided, however, that in no event shall more than eight percent (8%) of the Thrush Common Stock issued and outstanding on the Effective Date be exchanged for cash.

ARTICLE VI

Effect of the Merger

On the effective date of the merger:

(1) The Constituent Corporations shall become a single corporation, which shall be Thrush/AMTROL, the Surviving Corporation; and the separate existence of Thrush shall cease except to the extent provided by the laws of the State of Indiana or the State of Rhode Island.

(2) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, both of a public and a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to any of them, including subscriptions, if any, for shares, and all other choses in action, rights, privileges, powers, franchises, and all and every other interest of or belonging or due to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in the Surviving Corporation, without further act or deed, and shall be thereafter as effectually the property of the Surviving Corporations; and the title to all real estate, and any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

(3) The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations; neither the rights of creditors of either of the Constituent Corporations nor any liens upon the property of either thereof shall be impaired by the merger; 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, or the Surviving Corporation may be proceeded against or substituted in its place.

(4) If at any time after the effective date of the merger 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, perfect or confirm, on record or otherwise, in the Surviving Corpora-

tion, the title to any property or rights of Thrush acquired or to be acquired by reason of, or as a result of, the merger, Thrush and its proper officers and directors shall and will execute and deliver all such 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 the Surviving Corporation and otherwise to carry out the purpose of this Agreement; and the proper officers and directors of Thrush and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Thrush or otherwise to take any and all such action.

ARTICLE VII

Approval of Stockholders

This Agreement shall be submitted to the stockholders of each of the Constituent Corporations at meetings separately held for the purpose, or for action by consent in lieu of a meeting as authorized by law, for their approval by the requisite vote or consent as required by the laws of the State of Indiana or the State of Rhode Island.

ARTICLE VIII

Effective Date

The merger shall be effective at 12:01 A.M., January 1, 1980.

ARTICLE IX

Qualification

On or before the effective date, Thrush/AMTROL shall qualify to do business in the State of Indiana as a foreign corporation.

ARTICLE X

Termination

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the merger herein provided may be terminated and abandoned at any time before the effective date by the Board of Directors of both the Constituent Corporations and without any action by stockholders of either Constituent Corporations, if circumstances develop

which in the opinion of such Boards make proceeding with the merger inadvisable. In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this ARTICLE X, this Agreement shall become void and have no effect, without any liability on the part of either Constituent Corporation, or its stockholders, or directors, or officers in respect thereof.

ARTICLE XI

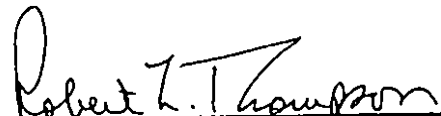
Counterparts

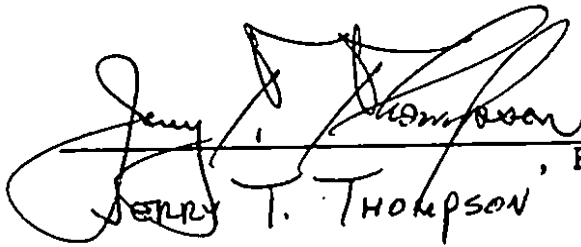
For the convenience of these parties and to facilitate the filing and recording of this Agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized officers, and their corporate seals to be hereunto affixed, as of the date and year first above written.

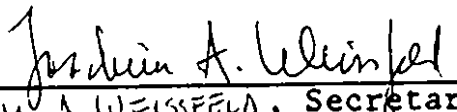
Thrush Products, Inc.

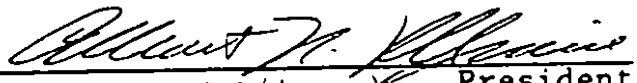
ATTEST:


ROBERT L. THOMPSON, Secretary


JERRY T. THOMPSON, President
Thrush/AMTROL Inc.

ATTEST:


JOACHIM A. WEISSFELD, Secretary


ALBERT N. DAMICO, President