

Filing fee: \$100.00

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

RHODE ISLAND COLLISION SALES AND SERVICE, 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 Attached

REG. IN COLLISION SALES AND SERVICE, INC.

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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>
RHODE ISLAND COLLISION SALES AND SERVICE, INC.	600	No par common	N/A
AIRWAY MOTORS, INC.	600	No par common	N/A

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>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
RHODE ISLAND COLLISION SALES AND SERVICE, INC.	600	-0-		N/A	
AIRWAY MOTORS, INC.	600	-0-		N/A	

FOURTH: Time merger to become effective (§ 7-1.1-69):

Dated October 16, 1996

RHODE ISLAND COLLISION SALES AND SERVICE, INC.

By Thomas M. Vieira
 Thomas M. Vieira
 Its President
 and Stephanie A. Vieira
 Stephanie A. Vieira
 Its Secretary

AIRWAY MOTORS, INC.

By Thomas M. Vieira
 Thomas M. Vieira
 Its President
 and Stephanie A. Vieira
 Stephanie A. Vieira
 Its Secretary

STATE OF RHODE ISLAND
COUNTY OF KENT

} Sc.

At Warwick in said County on the 16th day of
October 19 96, before me personally appeared
Thomas M. Vieira, who being by me first duly sworn, declared that he is
the President of RHODE ISLAND COLLISION SALES AND
that he signed the foregoing document as such SERVICE, INC. officer of the
corporation, and that the statements therein contained are true.

Kevin M Hayes
Notary Public
KEVIN M HAYES
NOTARY PUBLIC

(NOTARIAL SEAL)

STATE OF RHODE ISLAND
COUNTY OF KENT

} Sc.

At Warwick in said county on the 16th day of
October 19 96, before me personally appeared
Thomas M. Vieira, who being by me first duly sworn, declared that he is
the President of AIRWAY MOTORS, INC.,
that he signed the foregoing document as such officer of the
corporation, and that the statements therein contained are true.

Kevin M Hayes
Notary Public
KEVIN M HAYES
NOTARY PUBLIC

(NOTARIAL SEAL)

AGREEMENT OF MERGER

This Agreement of Merger dated the 15th day of April, 1996, between RHODE ISLAND COLLISION SALES AND SERVICE, INC., a Rhode Island Corporation, (hereinafter referred to as "RI Collision") and AIRWAY MOTORS, INC., a Rhode Island Corporation, (hereinafter referred to as "Airway").

RI Collision is a corporation organized and existing under the laws of the State of Rhode Island having been incorporated in 1982, the authorized capital stock of RI Collision consists of 600 shares of no par common stock of which 600 shares are issued and outstanding.

Airway is a corporation organized and existing under the laws of the State of Rhode Island having been incorporated in 1986. The authorized capital stock of Airway consists of 600 shares of no par common stock of which 600 shares are issued and outstanding.

The Boards of Directors of RI Collision and Airway respectfully deem it desirable and in the best interest of the Corporations and their Shareholders that Airway be merged into RI Collision, and the Corporations respectively, desire that they so merge, under and pursuant to the laws of the State of Rhode Island.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows;

1. MERGER.

As soon as all of the following events shall have happened,

- (a) This Agreement shall have been adopted and approved by the votes of the holders of the common stock of RI Collision and of the common stock of Airway at separate meetings of the Shareholders of RI Collision on the one hand and of the Shareholders of Airway on the other in accordance with the requirements of the laws of the State of Rhode Island, respectively and that fact shall have been certified thereon by the respective secretaries of each of such corporations under their respective corporate seals; and
- (b) This Agreement so adopted and certified, shall have been signed and acknowledged by the authorized corporate representatives; and
- (c) Articles of Merger or Consolidation shall have been made, signed, sworn to, certified, endorsed and filed with the Rhode Island Secretary of States office.

Thereupon Airway shall be deemed to have merged with and into RI Collision which shall survive the merger and which shall have the name provided in Paragraph 2 hereof.

The single corporation which shall survive the merger is hereinafter sometimes called "Surviving Corporation"; RI Collision and Airway are hereinafter sometimes called the "Constituent Corporations; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation are

hereinafter referred to as "the effective date of the merger".

2. Name and Purposes of Surviving Corporation.

The name of the surviving corporation shall be RHODE ISLAND COLLISION SERVICE, INC. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of RHODE ISLAND COLLISION SERVICE, INC., as amended on the effective date of the merger.

3. Articles of Incorporation of Surviving Corporation.

On the effective date of the merger, the Articles of Incorporation of RHODE ISLAND COLLISION SERVICE, INC., as amended to date, and as it will be amended by the Article of Merger of Domestic Corporation filed in Rhode Island, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

4. By-Laws of Surviving Corporation.

On the effective date of the merger, the By-Laws of RHODE ISLAND COLLISION SERVICE, INC. as herein before amended, shall be the By-Laws of the Surviving Corporation until the same shall be altered, amended, or repealed or until new By-Laws shall be adopted, in accordance with the provisions thereof.

5. Directors and Officers of the Surviving Corporation.

The Board of Directors of the Surviving Corporation shall initially consists of two directors, each of whom shall hold office until the annual meeting of the shareholders of the Surviving Corporation to be held in 1996, and until his or her successor

shall have been duly elected and shall have qualified or until his or her earlier death, resignation, or removal. The respective names of such directors are as follows:

Thomas M. Vieira

Stephanie A. Vieira

The principal officers of the Surviving Corporation, each of whom shall hold office until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her earlier death, resignation, or removal and their respective offices are as follows:

President	Thomas M. Vieira
Vice President	Stephanie A. Vieira
Secretary	Stephanie A. Vieira
Treasurer	Thomas M. Vieira

The Surviving Corporation may have such other officers as are provided for in the By-Laws.

6. Capital Stock of Surviving Corporation.

On the effective date of the merger, the total amount of capital stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided and the par value of such shares are as follows:

1200 No Par Common Stock

7. Conversion of Outstanding Securities on Mercer.

The manner and the basis of converting the outstanding common stock of RHODE ISLAND COLLISION SERVICE, INC. and the common stock of AIRWAY MOTORS, INC. into stock of the Surviving Corporation upon the effective date of the merger shall be as follows:

Five shares of stock of Airway Motors, Inc. for one share of stock of the Surviving Corporation;

One share of stock of Rhode Island Collision Service, Inc. for one share of stock of the Surviving Corporation.

8. Exchange of Certificates.

(a) On or after the effective date of the merger, each holder of a certificate or certificates therefore representing common stock of Airway or common stock of RI Collision shall be entitled, upon surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose shall be entitled to receive and exchange therefore a certificate or certificates representing the number of full shares into which the shares of capital stock of Airway or RI Collision shall have been converted as provided in Paragraph 7 hereof.

(b) If a certificate for any share or shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate or

shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

9. Prohibited Actions of Constituent Corporations and Subsidiaries.

Between the date hereof and the effective date of the merger, neither RHODE ISLAND COLLISION SERVICE, INC. nor AIRWAY MOTORS, INC. will, and neither will permit any of its subsidiaries to, except with prior written consent of the other:

- (a) Issue or sell any stock, bonds or other corporate securities;
- (b) Incur any obligation or liability absolute or contingent, except current liabilities incurred and obligations under contract entered into in the ordinary course of business;
- (c) Discharge or satisfy any lien or encumbrance or pay any obligation or liability (absolute or contingent) other than current liabilities shown on their respective balance sheets as of March 31, 1996 and current liabilities incurred since those dates in the ordinary course of business;
- (d) Make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock;
- (e) Mortgage, pledge, create a security interest in or subject to lien or other encumbrance any of its

assets, tangible or intangible.

- (f) Sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business;
- (g) Sell, assign or transfer any trademark, trade name, patent or other intangible asset;
- (h) Waive any right of any substantial value; or
- (i) Enter into any transaction other than in the ordinary course of business.

10. Effect of Merger.

On the effective date of the merger, RI Collision and Airway shall cease to exist separately and Airway shall be merged with and into RI Collision in accordance with the provisions of this Agreement and in accordance with the provisions of the General Laws of the State of Rhode Island. As provided therein on the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all the singular, rights, privileges, powers and franchises and trust and fiduciary rights, powers, and obligations of each of the Constituent Corporations, and all property, real, personal and mixed and all debts due to either of the Constituent Corporations on whatever account as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights,

privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate, whether 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 all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

11. Further Instruments.

From time to time, as and upon the request by the Surviving Corporation or by its successors or assigns, Airway 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 or other action as the Surviving Corporation may deem necessary or desirable in order to invest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

12. Capital on the Effective Date of the Merger.

One Thousand Shares of no par common stock authorized to the Corporation. 720 shares of no par common stock issued and

outstanding.

13. Principal Offices.

The location of the principal office of the Surviving Corporation shall be

14. Abandonment of Merger.

This Agreement may be terminated and the merger provided for hereby abandoned:

- (a) By vote of the Board of Directors of both Constituent Corporations at any time prior to the effective date of merger;
- (b) By vote of the Board of Directors of either of the Constituent Corporations at any time prior to the effective date of the merger if a material breach shall exist in the written representations and warranties of the other Constituent Corporation in connection with the merger;
- (c) By vote of the Board of Directors of either Constituent Corporation at any time on or after _____, 1996, if the merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this Agreement shall be void and have no effect and there shall be no liability on the part of either of the Constituent Corporations or any Director, Officer or Shareholder of either of such Constituent Corporations in respect thereof.

15. Right of Amendment.

The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Incorporation or By-Laws as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such act, as from time to time amended. And all rights and powers of whatever nature conferred in such Articles of Incorporation, as from time to time amended, or herein upon any Shareholder, Director, Officer or any other person are subject to this reservation.

IN WITNESS WHEREOF, the Corporations have caused this Agreement to be signed in their corporate names and by their respective presidents and their respective secretaries under the seals of the corporations and also by majorities of their respective Boards of Directors, all as of the date and year first above written.

RHODE ISLAND
COLLISION SERVICE, INC.

By: Thomas M. Vieira
Thomas M. Vieira, President

By: Stephanie A. Vieira
Stephanie A. Vieira, Secretary

RHODE ISLAND
COLLISION SERVICE INC.

By: Thomas M. Vieira
Thomas M. Vieira, Director

By: Stephanie A. Vieira
Stephanie A. Vieira, Director
y6408agr.vic

AIRWAY MOTORS, INC.

By: Thomas M. Vieira
Thomas M. Vieira, President

By: Stephanie A. Vieira
Stephanie A. Vieira, Secretary

AIRWAY MOTORS, INC.

By: Thomas M. Vieira
Thomas M. Vieira, Director

By: Stephanie A. Vieira
Stephanie A. Vieira, Director



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

FAX (401) 277-6006

NOV 12 1996

November 7, 1996

TO WHOM IT MAY CONCERN:

Re: AIRWAY MOTORS, 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