

Filing Fee: \$50.00

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13195

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

MURDOCK WEBBING COMPANY, 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)

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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>
Murdock Webbing Company, Inc. 13195	1,000	Class A. Voting Common	1,000
	36,936	Class B Non-Voting Common	-0-
Phoenix Trimming Company 9130	1,000	Class A Voting Common	1,000
	36,936	Class B Non-Voting Common	-0-

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 Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Murdock Webbing Company, Inc.	1,000	-0-	Class A Voting Common	1,000	-0-
Phoenix Trimming Company	1,000	-0-	Class A Voting Common	1,000	-0-

FOURTH: Time merger to become effective (§ 7-1.1-69): April 22, 1988

Dated March 31, 1988

MURDOCK WEBBING COMPANY, INC.

By [Signature]
Its President

and [Signature]
Its Assistant Secretary

PHOENIX TRIMMING COMPANY

By [Signature]
Its President

and [Signature]
Its Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Central Falls in said County on the day of
March 31 1988, before me personally appeared
James C. Caiola, who being by me first duly sworn, declared that he is
the President of Murdock Webbing Company, Inc.,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

Yvette J. Cabral
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Central Falls in said county on the day of
March 31 1988, before me personally appeared
James C. Caiola, who being by me first duly sworn, declared that he is
the President of Phoenix Trimming Company,
that he signed the foregoing document as such President of the
corporation, and that the statements therein contained are true.

Yvette J. Cabral
Notary Public

(NOTARIAL SEAL)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, effective as of April 22, 1988, between MURDOCK WEBBING COMPANY, INC., a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation") and PHOENIX TRIMMING COMPANY, a Rhode Island corporation (hereinafter referred to as the "Merged Corporation") (the Merged Corporation and Surviving Corporation are hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Rhode Island, having authorized capital stock consisting of 1,000 shares of Voting Class A Common Stock, \$1.00 par value, of which 1,000 shares are issued and outstanding and consisting of 49,000 shares of non-voting Class B Common Stock, \$1.00 par value, of which 36,936 shares are issued and outstanding; and

WHEREAS, the Merged Corporation is a corporation duly organized and existing under the laws of the State of Rhode Island, having authorized capital stock consisting of 1,000 shares of Voting Class A Common Stock, \$.10 par value, of which 1,000 shares are issued and outstanding and consisting of 49,000 shares of non-voting Class B Common Stock, \$.10 par value, of which 36,936 shares are issued and outstanding; and

WHEREAS, the Board of Directors and all of the shareholders of each of the Constituent Corporations deem it advisable that these corporations merge and have duly approved and authorized this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Rhode Island permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of such laws;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein, it is agreed that the Merged Corporation shall be and it hereby is merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

Section 1. Name of Surviving Corporation. The corporate existence of the Surviving Corporation shall continue under the name of Murdock Webbing Company, Inc.

Section 2. Office of Surviving Corporation. The principal office of the Surviving Corporation in Rhode Island shall be located at 27 Foundry Street, Central Falls, Rhode Island 02863. The name of the registered agent of the Surviving Corporation in Rhode Island is E. Colby Cameron and the address of the registered office of the Surviving Corporation is 30 Exchange Terrace, Providence, Rhode Island 02903.

Section 3. Purposes of Surviving Corporation. The purposes set forth in the Articles of Organization of the Surviving Corporation, as in effect on April 22, 1988, shall continue in full force and effect as the corporate purposes of the corporation surviving this merger.

Section 4. Articles of Organization of Surviving Corporation. The Articles of Organization of the Surviving Corporation shall remain in effect.

Section 5. By-Laws of Surviving Corporation. The By-Laws of the Surviving Corporation, as they shall exist on April 22, 1988, shall be and remain and continue to be the By-Laws of the Surviving Corporation until they shall be altered, amended or repealed as therein provided.

Section 6. Directors and Officers. Persons who are directors or officers of the Surviving Corporation on April 22, 1988 shall be and remain and continue to be directors and officers of the Surviving Corporation, until such time as successors are appointed under the By-Laws.

Section 7. Effective Date of Merger.

(a) For all purposes of the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) the Articles of Merger shall have been filed in the office of the Secretary of State of Rhode Island.

(b) The corporate identity, existence, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for; and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(c) The date upon which this Agreement and Plan of Merger has been filed in the office of the Secretary of State of Rhode Island and upon which the Constituent Corporations shall so become a single corporation is the effective date of the merger, provided, however, notwithstanding such filing date, such merger for accounting purposes shall take place as of April 22, 1988.

Section 8. Manner and Basis of Converting Shares.

Immediately upon the effective date of the merger, the shares of stock of the Merged Corporation outstanding shall cease to exist and shall be deemed cancelled, retired and eliminated and the shares of stock of the Surviving Corporation then issued and outstanding shall continue to be issued and outstanding, and the holders thereof shall retain their present rights therein. No cash or other shares or other securities or obligations will be distributed, or issued upon conversion or cancellation of the shares of the Merged Corporation.

Section 9. Effect of Merger. Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

Section 10. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 9 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 11. Expenses of Merger. The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

Section 12. Abandonment of Merger. This Agreement and Plan of Merger shall be submitted to the shareholders of the Constituent Corporations as provided by the applicable laws of the State of Rhode Island and the State of Illinois and at meetings which shall be held at such dates as the Board of Directors of the Constituent Corporations shall mutually approve; and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the outstanding shares of capital stock of each of the Constituent Corporations shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval by the shareholders of either of the Constituent Corporations:

(a) By mutual consent of the Board of Directors of the Constituent Corporations; or


(b) By the Board of Directors of either one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of either one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first written above.


SURVIVING CORPORATION:

MURDOCK WEBBING COMPANY, INC.

By 
James C. Caiola
President

MERGED CORPORATION:

PHOENIX TRIMMING COMPANY

By 
James C. Caiola
President

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