

Filing Fee \$30.00

**State of Rhode Island and Providence Plantations**

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
EAGLE TOOL, INC.**

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is ... EAGLE TOOL, INC. ....

SECOND: The shareholders of the corporation on April 7, 1982, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

ARTICLE FIFTH:

(See attachment)

ARTICLE SEVENTH:

(See attachment)

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 2,400; and the number of shares entitled to vote thereon was 600

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
none	

FIFTH: The number of shares voted for such amendment was 600; and the number of shares voted against such amendment was 0

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
none		

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (if no change, so state)

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (if no change, so state)

no change

Dated August 25, 1952

EAGLE TOOL, INC.

By Hugo Iannucci Sr.  
Hugo Iannucci  
Its President  
and Frank Iannucci  
Frank Iannucci  
Its Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Providence in said county on this 25<sup>th</sup> day of August, 19 82 personally appeared before me Hugo

Iannucci, who, being by me first duly sworn, declared that he is the President of Eagle Tool, Inc.

that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

*Paul A. Bunde*

Notary Public

(NOTARIAL SEAL)

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ATTACHMENT TO  
ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF

EAGLE TOOL, INC.

"FIFTH: The aggregate number of shares which the Corporation shall have authority to issue is:

- (a) Six hundred shares of new class "A" common stock with \$1.00 par value;
- (b) One thousand eight hundred shares of new class "B" common stock with \$1.00 par value and without voting rights; and
- (c) Six hundred shares of Preferred Stock with a par value of \$ ~~1.00~~ <sup>1.00</sup>, a thirteen per cent non-cumulative dividend rate, and voting rights.

The designations and the powers, preferences and rights, and the qualifications, limitation and restrictions thereon are as follows:

(1) The holders of the Preferred Stock shall be entitled to receive when and as declared by the Corporation from surplus or net profits, preferential yearly dividends at the rate of thirteen per cent (13%) per share, payable in such installments as the Corporation may determine. Such dividends shall not be cumulative but shall be paid before any dividends shall be declared, set apart or paid on the class "A" and class "B" common stock. After such dividends on the preferred stock shall have been declared and set apart or paid, and not otherwise, dividends on the common stock may be declared by the Corporation and paid out of surplus or net profits.

(2) The Corporation may call the preferred stock for retirement in whole or in part from time to time or at any time at the price of \$ \_\_\_\_\_ per share upon the mailing of notice of such call and proposed retirement at least 30

days before such date of retirement to each holder of such Preferred Stock so to be called at his address as registered on the books of the Corporation. If a part of the outstanding Preferred Stock is to be called, the shares to be called and retired shall be determined by lot or pro rata in such manner as the Corporation shall determine. If such notice be given, the holders of the shares of Preferred Stock so called shall, on and after the date specified in said notice, cease to be shareholders with respect to such shares and shall have no rights in or against the Corporation and no other rights except to receive the retirement price and no dividends on the Preferred Stock so called shall accrue after the date fixed for retirement.

(3) Upon any liquidation, dissolution or winding up whether voluntary or involuntary, of the Corporation, and after the payment of all corporate debts, the holders of the Preferred Stock shall be entitled to be paid in full the amount of \$ per share and no more, before any payment shall be made to the holders of the common stock and any remaining assets and funds of the Corporation shall be distributed pro rata among the holders of the common stock in accordance with their respective holdings.

(4) The shares of the Preferred Stock are not subject or entitled to the operation of a retirement or sinking fund."

ATTACHMENT TO ARTICLES OF  
AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
EAGLE TOOL, INC.

1. The following provision found in Article  
~~SEVENTH as amended on December 12, 1978,~~ is deleted:

"Any offer to the corporation shall be based on a price found in the most recent Certificate of Agreed Value determined pursuant to the Stock Redemption Agreement dated December 11, 1978, between the stockholders and the corporation and any amendment thereto provided the value on the Certificate has been determined within the twenty-four (24) months preceding the offer. If there is no such Certificate of Agreed Value then in effect, the price per share shall be the lowest price at which the offering stockholder is willing to sell."

2. The following language is to be added to Article "SEVENTH: Any offer to the corporation shall be based upon the price stated in the most recent Certificate of Agreed Value determined pursuant to the Stock Redemption Agreement dated \_\_\_\_\_ by and between the stockholders and the corporation and any amendment thereto, or as otherwise determined according to said Agreement."