

Filing Fee: \$50.00

**ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS  
INTO**

... E.E. Weller Co., 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 AGREEMENT OF MERGER attached hereto as EXHIBIT "A"  
and made a part hereof.

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:

Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
7875 E.E. Weller Co., Inc.	600	none	
5374 MCS Finishing, Inc.	300	none	

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:

Name of Corporation	Total Voted For	Total Voted Against	Number of Shares		
			Entitled to Vote as a Class		
			Class	Voted For	Voted Against
E.E. Weller Co., Inc.	600	0	none		
MCS Finishing, Inc.	300	0			

FOURTH: Time merger to become effective (§ 7-1.1-69):  
immediately upon filing hereof

Dated SEPT 26, 1986

E.E. Weller Co., Inc.  
 By Joseph Mafi  
 Joseph Mafi  
 Its President  
 and Richard P. South  
 Its Secretary  
 MCS Finishing, Inc.  
 By Joseph Mafi  
 Joseph Mafi  
 Its President  
 and Richard P. South  
 Its Secretary

STATE OF RHODE ISLAND

COUNTY OF PROV

} Sc.

At Providence in said County on the 26<sup>th</sup> day of ~~February~~ Sept 19 86, before me personally appeared Joseph Mari, who being by me first duly sworn, declared that he is the President of E.E. Weller Co., Inc., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

*Alfred M. Gibson*  
Notary Public

(NOTARIAL SEAL)

STATE OF RHODE ISLAND

COUNTY OF PROV

} Sc.

At Providence in said county on the 26<sup>th</sup> day of ~~February~~ September 19 86, before me personally appeared Joseph Mari, who being by me first duly sworn, declared that he is the President of MCS Finishing, Inc., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

*Alfred M. Gibson*  
Notary Public

(NOTARIAL SEAL)

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated September 26, 1986, between E.E. Weller Co., Inc, a Rhode Island corporation, hereinafter sometimes called "E.E. Weller" and MCS FINISHING, INC., a Rhode Island corporation, hereinafter sometimes called "MCS".

E.E. Weller is a corporation organized and existing under the laws of the State of Rhode Island having been incorporated in 1980. The authorized capital stock of E.E. Weller consists of none hundred (900) shares of Common Stock without par value, of which six hundred (600) shares are issued and outstanding.

MCS 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 MCS consists of two thousand (2000) shares of Common Stock without par value of which three hundred (300) shares are issued and outstanding.

The Boards of Directors of E.E. Weller and MCS, respectively, deem it desirable and in the best interests of the corporations and their shareholders that MCS be merged into E.E. Weller, 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 of the 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 the following events shall have happened, viz.,
  - (a) this agreement shall have been adopted and approved by the votes of the holders of the Common Stock of each corporation at separate meetings of the shareholders in accordance with the requirements of the laws of the State of Rhode Island and that fact shall have been certified hereon 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, acknowledged, and filed, all as required by the provisions of the Rhode Island General Laws; and
  - (c) Articles of Merger, in the form required by R.I.G.L. Section 7-1.1-68 shall have been made, signed, sworn to, certified, endorsed, and filled all as required by the provisions of Section 7-1.1-68;

Thereupon MCS shall be deemed to have merged with and into E.E. Weller which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called "Surviving Corporation"; E.E. Weller and MCS 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 "E.E. Weller Co., 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 Article of Incorporation of E.E. Weller, as amended, on the effective date of the merger.

3. ACT OF INCORPORATION OF SURVIVING CORPORATION. On the effective date of the merger, the Articles of Incorporation of E.E. Weller, as amended to date and as it will be amended by the Articles of Merger filed with the Rhode Island Secretary of State, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.

4. BYLAWS OF SURVIVING CORPORATION. On the effective date of the merger, the By-Laws of E.E. Weller, as amended to date, 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 SURVIVING CORPORATION. The Board of Directors of the Surviving Corporation shall initially consist of three (3) directors, each of whom shall hold office until the annual meeting of shareholders of the corporation to be held in 1987 and/or until their successors shall have been duly elected and qualified. The respective names, places of residence and addresses of such directors are as follows:

NAME	ADDRESS
1. Joseph Mari	253 Georgia Avenue, Providence, RI
2. Andrew R. Coultas	253 Georgia Avenue, Providence, RI
3. Louis J. Saritelli	253 Georgia Avenue, Providence, RI

The principal officers of the Surviving Corporation, each of whom shall hold office until the annual meeting of directors of the corporation to be held in 1987 and/or his successor shall have been duly elected and qualified. The respective names, places of residence and addresses of such officers are as follows:

NAME	ADDRESS
1. Joseph Mari	253 Georgia Avenue, Providence, RI
2. Andrew R. Coultas	253 Georgia Avenue, Providence, RI
3. Louis J. Saritelli	253 Georgia Avenue, Providence, RI

If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

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 and the par value of the shares are as follows:

Class A Common Stock - 900 shares without par value

Class B Common Stock - 1000 shares without par value

7. EXCHANGE OF CERTIFICATES. (a) On and after the effective date of the merger, each holder of a certificate or certificates theretofore representing outstanding Common Stock of MCS shall be entitled, upon the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor three (3) shares of Class B Common Stock of E.E. Weller.

(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 for 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.

8. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS AND SUBSIDIARIES. Between the date hereof and the effective date of the merger, neither E.E. Weller nor MCS will (and neither will permit any of its subsidiaries to), except with the 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) other than current liabilities incurred, and obligations under contracts 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;
- (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.

9. EFFECT OF MERGER. On the effective date of the merger, E.E. Weller and MCS shall cease to exist separately and MCS shall be merged with and into E.E. Weller in accordance with the provisions of this agreement and in accordance with the provisions of and with the effect provided in Section 7-1.1-69 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, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, or 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 for stock subscriptions 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 as effectually 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.

10. FURTHER INSTRUMENTS. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, MCS 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 vest 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.

11. CAPITAL. On the effective date of the merger:

(a) Six Hundred (600) shares of Class A Common Stock of the Surviving Corporation as the same shall have been continued or into which the outstanding shares shall have been converted, in accordance with the provisions of paragraphs 6 and 7 hereof, shall be issued and outstanding.

(b) Nine Hundred (900) shares of Class B Common Stock of the Surviving Corporation as the same shall have been continued or into which the outstanding shares shall have been converted, in accordance with the provisions of paragraphs 6 and 7 hereof, shall be issued and outstanding.

12. PRINCIPAL OFFICES. The location of the principal office of the Surviving Corporation shall be 253 Georgia Avenue, Providence, Rhode Island.

13. ABANDONMENT OF MERGER. This agreement may be terminated and the merger provided for hereby abandoned:

(1) by votes of the Boards of Directors of both the Constituent Corporations at any time prior to the effective date of the merger;

(2) 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) a material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporation in connection with the merger, or

(b) the other Constituent Corporation, without prior written consent of such Constituent Corporation, shall take any action prohibited by this agreement, or

(c) the other Constituent Corporation shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish, or

(d) if, in the opinion of the Board of Directors of such Constituent Corporation, the merger is impracticable or

(e) if, in the opinion of the Board of Directors of such Constituent Corporation, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of either Constituent Corporation, and such consent is not obtainable without penalty; or

(3) by vote of the Board of Directors of either of the Constituent Corporations at any time on or after December 31, 1986, , 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.

14. RIGHT OF AMENDMENT. The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Act of Incorporation, 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 whatsoever nature conferred in such Act 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, E.E. Weller Co., Inc. and MCS FINISHING, INC., have caused this agreement to be signed in their corporate names by their respective Presidents and Secretaries under the seals of the corporations.

Corporate Seal  
Attest:

E.E. WELLER CO., INC..

\* Andrew R. Lambert

By Joseph Mari  
President

Corporate Seal  
Attest

MCS FINISHING, INC.

Joseph J. Smith

By Joseph Mari  
President