

Filing fee: \$50.00

ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO
BDT HOLDINGS, 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>
BDT Holdings, Inc. 12398	Rhode Island
E.A. Kelley Co., Ct. Inc.	Connecticut
E.A. Kelley Co. of Maine, Inc.	Maine

SECOND: The laws of the State under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is BDT Holdings, 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)

See Joint Plan of Merger and Agreement of Merger, attached hereto and made a part hereof.

RECORDED
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11-4-35735536

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>
BDT Holdings, Inc.	100	No Par Common	100
E.A. Kelley Co., Ct. Inc.	201	No Par Common	201
E.A. Kelley Co. of Maine, Inc.	200	No Par Common	200

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>Number of Shares</u>				
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
BDT Holdings, Inc.	100	0	No Par Common	100	0
E.A. Kelley Co., Ct. Inc.	201	0	No Par Common	201	0
E.A. Kelley Co. of Maine, Inc.	200	0	No Par Common	200	0

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.

Dated January 20, 1995.

E.A. Kelley Co. of Maine, Inc.

By: David Thomas
Its President
and Bonnie Dawson Thomas
Its Secretary

E.A. Kelley Co., Ct., Inc.
By David Thomas
Its President
and Bonnie Dawson Thomas
Its Secretary
BDT Holdings, Inc.
By David Thomas
Its President
and Bonnie Dawson Thomas
Its Secretary

STATE OF RHODE ISLAND }
COUNTY OF Providence } Sc.

At Providence in said County on the 20th day
of January 1995, before me personally appeared

David Thomas & Bonnie Dawson Thomas, who being by me first duly sworn, declared that they are
X the Pres. and Sec'y, respectively of BDT Holdings, Inc.

that they signed the foregoing document as such Officers of the
corporation, and that the statements therein contained are true.

David J. Carroll
My Commission Expires: 9/7/96
Notary Public David J. Carroll

(NOTARIAL SEAL)

STATE OF RHODE ISLAND }
COUNTY OF PROVIDENCE } Sc.

At Providence in said County on the 20th day
of January 1995, before me personally appeared David Thomas
Bonnie Dawson Thomas, who being by me first duly sworn, declared that they are
X the President and Secretary, respectively of E.A. Kelley Co., Ct., Inc.
that they signed the foregoing document as such Officers of the
corporation, and that the statements therein contained are true.

David J. Carroll
My Commission Expires: 9/7/96
Notary Public David J. Carroll

(NOTARIAL SEAL)

JOINT PLAN OF MERGER AND
AGREEMENT OF MERGER

JOINT PLAN OF MERGER AND AGREEMENT OF MERGER, dated January 20, 1995 and made effective as of January 31, 1995, by and among BDT Holdings, Inc., Rhode Island corporation (hereinafter "BDT"), E.A. Kelley Co. of Maine, Inc., a Maine corporation (hereinafter "Kelley of Maine"), and E.A. Kelley Co., Ct. Inc., a Connecticut corporation (hereinafter "Kelley of Connecticut").

WITNESSETH

BDT is a corporation duly organized and in good standing and existing under the laws of the State of Rhode Island having been incorporated May 7, 1993. The authorized capital stock of BDT consists of eight thousand (8,000) shares of Common Stock without par value, of which one hundred (100) shares are issued and outstanding.

Kelley of Maine is a corporation duly organized and in good standing and existing under the laws of the State of Maine having been incorporated July 18, 1989. The authorized capital stock of Kelley of Maine consists of ten thousand (10,000) shares of Common Stock without par value, of which two hundred (200) shares are issued and outstanding.

Kelley of Connecticut is a corporation duly organized and in good standing and existing under the laws of the State of Connecticut having been incorporated August 23, 1990. The authorized capital stock of Kelley of Connecticut consists of six hundred (600) shares of Common Stock without par value, of which two hundred and one (201) shares are issued and outstanding.

In order to reduce the financial burden of maintaining and

operating separate facilities/operations and to otherwise minimize the professional expenses relative to same, the Boards of Directors and/or shareholders as the case may be of BDT, Kelley of Maine, and Kelley of Connecticut respectively, deem it desirable and in the best interests of the corporations and their shareholders that Kelley of Maine and Kelley of Connecticut be merged into BDT, 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. Effective as of January 31, 1995, Kelley of Maine and Kelley of Connecticut shall be deemed to have merged with and into BDT, the latter which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The parties hereby acknowledge that the following must be completed prior to January 31, 1995:

(a) this agreement must be 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; and

(b) this agreement, so adopted and certified, must be 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 must be made, signed, sworn to, certified, endorsed, and filed all as required by the provisions of R.I.G.L. Section 7-1.1-68;

The single corporation which shall so survive the merger is hereinafter sometimes called "Surviving Corporation"; BDT, Kelley of Maine and Kelley of Connecticut are hereinafter sometimes jointly and severally 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 "BDT Holdings, Inc."

The purposes for which the Surviving Corporation is formed and the nature of business to be transacted by it shall be as set forth in the Articles of Incorporation of BDT, 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 BDT, 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 BDT, 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 two (2) directors, who shall hold office until the annual meeting of shareholders of the corporation to be held in 1995 and/or until any successor shall have been duly elected and qualified. The names of such directors are David Thomas and Bonnie Dawson Thomas.

The principal officers of the Surviving Corporation, who shall hold office until the annual meeting of directors of the corporation to be held in 1995 and/or any successors shall have been duly elected and qualified shall be as follows: David Thomas shall serve as President and Treasurer, and Bonnie Dawson Thomas shall serve as Vice President and Secretary.

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 shall remain at eight thousand (8,000) shares of common stock without par value.

7. NO EXCHANGE OF CERTIFICATES. (a) In as much as the shareholders and the percentage of ownership of BDT, Kelley of Maine and Kelley of Connecticut are identical, there shall be no exchange of stock certificates. Upon execution hereof, the certificates representing Kelley of Maine and Kelley of Connecticut stock shall be null and void.

8. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS. Between the date hereof and the effective date of the merger, neither BDT, Kelley of Maine nor Kelley of Connecticut will, 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) 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, BDT, Kelley of Maine and Kelley of Connecticut shall cease to exist separately and Kelley of Maine and Kelley of Connecticut shall be merged with and into BDT 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, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to any of the Constituent Corporations on whatever

account, as well for stock subscriptions and/or all other things in action or belonging to any of the Constituent Corporations on whatever account, as well for stock subscriptions and/or all other things in action or belonging to any 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 any 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, Kelley of Maine and Kelley of Connecticut will execute and deliver, or cause to be executed and delivered, all such deeds and other documents and 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, one hundred (100) shares of Common Stock of the Surviving Corporation as the same shall have been continued shall be issued and outstanding.

12. PRINCIPAL OFFICES. The location of the principal office of the Surviving Corporation shall be 450 Veterans Memorial Parkway, East Providence, Rhode Island 02914.

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

(a) by votes of the Boards of Directors and/or shareholders, as the case may be, of any of the Constituent Corporations at any time prior to the effective date of the merger;

(b) by vote of the Board of Directors and/or shareholders, as the case may be, of any of the Constituent Corporations at any time prior to the effective date of the merger if; (i) a material breach shall exist with respect to the written representations and warranties made by any of the other Constituent Corporations in connection with the merger, or (ii) any of the other Constituent Corporations, without prior written consent of such other Constituent Corporations shall take any action prohibited by this agreement, or (iii) any of the other Constituent Corporations shall not have furnished such certificates in connection with the merger and matters incidental thereto as it shall have agreed to furnish,

or (iv) if, in the opinion of the Board of Directors and/or shareholders, as the case may be of such Constituent Corporations, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of any Constituent Corporation, and such consent is not obtainable without penalty; or

(c) by vote of the Board of Directors and/or shareholders as the case may be of any of the Constituent Corporations at any time on or after January 31, 1995, if the merger contemplated hereby shall not have been effected prior thereto. In the event of nay such termination and abandonment, this agreement shall be void and have no effect, and there shall be no liability on the part of any of the 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 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 THEREOF, BDT Holdings, Inc., E.A. Kelley Co. of Maine, Inc. and E.A. Kelley Co., Ct. Inc. have each caused this agreement to be signed in their corporate names by their respective Presidents and Secretaries under the seals of the respective corporations.

WITNESS:

BDT HOLDINGS, INC.

David Thomas

By: *David Thomas*
David Thomas, President

Bonnie Dawson Thomas

By: *Bonnie Dawson Thomas*
Bonnie Dawson Thomas, Secretary

E.A. KELLEY CO. OF MAINE, INC.

David Thomas

By: *David Thomas*
David Thomas, President

Bonnie Dawson Thomas

By: *Bonnie Dawson Thomas*
Bonnie Dawson Thomas, Secretary

E.A. KELLEY CO., CT. INC.

David Thomas

By: *David Thomas*
David Thomas, President

Bonnie Dawson Thomas

By: *Bonnie Dawson Thomas*
Bonnie Dawson Thomas, Secretary

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STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

At Pierson in said County on the 20th
day of January, 1995, before me personally
appeared David Thomas and Bonnie Dawson Thomas, who being by me
first duly sworn, declared that they are the President and
Secretary respectively of E.A. Kelley Co. of Maine, Inc., that they
signed the foregoing document as such President and Secretary of
the corporation, and that the statements therein contained are
true.

David J. Carroll
Notary Public David J. Carroll
My Commission Expires: 9/7/96