



CERTIFICATE OF MERGER  
ACCORDING TO SECTION 19-21-44  
OF THE RHODE ISLAND GENERAL LAWS

We, Thomas I. Henderson, President and Joseph F. Geleney, Secretary, of the East Providence Credit Union, the surviving Credit Union and James B. Wadick, President and Louise Hague, Secretary, of Nicholson File Employees Credit Union hereby certify that all the meetings referred to below were held in accordance with proper notices which stipulated the purpose of the meetings, and attest to the following for the respective credit unions:

	EAST PROVIDENCE	NICHOLSON FILE EMPLOYEES
(a) Meeting of the Boards of Directors		
1. Time	5:30 P. M.	4:50 P.M.
2. Date	4/5/73	4/4/73
(b) Vote in favor of adoption of the plan	Unanimous	Unanimous
(c) Copy of resolution or other action by which plan was agreed upon	Special Shareholders Meeting 4/23/73.	Special Shareholders Meeting 4/23/73.
(d) Meeting of Members		
1. Time	5:30 P. M.	5:05 P.M.
2. Date	4/23/73	4/23/73
(e) Vote by which the plan was approved by members	19-0	95.1% (\$404,913.05) Over requirement according to law.

A copy of the agreed plan of merger is also enclosed.

We further certify in behalf of the respective credit unions that all the other requisites of the law providing for such merger have been met and accomplished.

EAST PROVIDENCE CREDIT UNION

NICHOLSON FILE EMPLOYEES CREDIT UNION

Thomas I. Henderson  
President

James B. Wadick  
President

Joseph F. Geleney  
Secretary

Louise Hague  
Secretary

DEPARTMENT OF STATE  
OFFICE OF  
SECRETARY OF STATE  
PROVIDENCE, R. I.

Date

April 26, 1973

Approved

Lawrence J. Flannery  
Deputy Director of Business Regulation

RECEIVED & FILED MAY 3 - 1973

## MERGER AGREEMENT

Gentlemen:

At a meeting of the Board of Directors of EAST PROVIDENCE CREDIT UNION held, pursuant to by-law provisions, on February 1, 1973, it was unanimously voted that the following conditions of merger be proffered to Nicholson File Employees Credit Union:

1. Nicholson File Employees Credit Union shall distribute to the balance of its share accounts as of March 31, 1973, the Guarantee Fund, Undivided Earnings plus the Reserve for Investment Valuation, minus a loss loan potential of \$4,200.00 plus or minus the Market Value over Book Value of stocks held by Nicholson File Employees Credit Union as of March 31, 1973.
2. EAST PROVIDENCE CREDIT UNION shall guarantee the integrity of share balances presently on deposit with Nicholson File Employees Credit Union with respect to life insurance up to \$2,000.00 without an attained age.
3. EAST PROVIDENCE CREDIT UNION shall pay a quarterly dividend on deposit accounts with no notice of withdrawal between the amounts of \$2,000.00 - \$5,000.00 at the rate of 5½% per annum, payable quarterly.
4. With respect to a balance of \$5,000.00 or more in such deposit account, EAST PROVIDENCE CREDIT UNION shall pay 6% per annum, payable quarterly, on these balances.
5. EAST PROVIDENCE CREDIT UNION shall continue in force the so-called "Cuna Group Life Insurance."
6. EAST PROVIDENCE CREDIT UNION shall guarantee the integrity, as presently written, on the life of the loan with respect to terms and conditions under which said loan was written.
7. EAST PROVIDENCE CREDIT UNION shall offer free travelers' checks which are currently offered to all members of EAST PROVIDENCE CREDIT UNION.
8. EAST PROVIDENCE CREDIT UNION shall offer a free checking account and shall assume the costs of the first printing of the checks. Thereafter there shall be no service charge for so long as members of Nicholson File Employees Credit Union who are members at the time of merger shall remain as members of EAST PROVIDENCE CREDIT UNION.

Respectfully submitted,

*Joseph F. Golenay*  
Joseph F. Golenay  
Secretary