

Filing Fee: See Instructions

ID Number: 00005427



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2010 JAN 21 PM 2:27

ARTICLES OF MERGER OR CONSOLIDATION INTO

Reynolds Packaging Inc.

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Crystal Thermoplastics, Inc., Reynolds Packaging Inc., and Reynolds Packaging Inc.

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Reynolds Packaging Inc. which is to be governed by the laws of the state of Delaware

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: 6641 West Broad Street, Richmond, VA 23230

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is Crystal Thermoplastics, Inc.

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) mailing waived by sole shareholder on 12/20/09.

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Reynolds Packaging Inc.

Print Entity Name

By: Helen Goldring Secretary Title of person signing
Name of person signing

By: _____ Title of person signing
Name of person signing

Crystal Thermoplastics, Inc.

Print Entity Name

By: Michael Graham Treasurer Title of person signing
Name of person signing

By: Michael Graham Title of person signing
Name of person signing



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Revenue
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

January 11, 2010

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SECRETARY OF STATE
CORPORATIONS DIV
2010 JAN 21 PM 2:27

TO WHOM IT MAY CONCERN:

Re: **CRYSTAL THERMOPLASTICS INC**

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of

MERGER CORPORATION IS NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Charles J. Larocque
Chief Revenue Agent
Corporations

FILED

JAN 21 2010

BY

108893

2:27

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 24, 2009 ("Agreement"), by and between Crystal Thermoplastics, Inc., a Rhode Island corporation (the "Company"), and Reynolds Packaging Inc., a Delaware corporation ("Parent" and, together with the Company, the "Parties").

WITNESSETH:

WHEREAS, the Company is a wholly owned subsidiary of Parent;

WHEREAS, the Boards of Directors of the Company and Parent deem it advisable and in the best interests of the Company and Parent for the Company to merge with and into Parent pursuant to the provisions of the Delaware General Corporation Law (the "DGCL") and the Rhode Island Business Corporation Act (the "RIBCA"), upon the terms and conditions set forth herein; and

WHEREAS, the Boards of Directors of the Company and Parent have approved of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, and in accordance with the provisions of the DGCL and RIBCA, as applicable, the Parties hereto agree as follows:

1. The Merger.

1.1. In accordance with the provisions of this Agreement and the DGCL and RIBCA, as applicable, the Company shall be merged with and into Parent (the "Merger"). From and after the Effective Time (as defined below), Parent shall be the surviving corporation (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware.

1.2. The name of the Surviving Corporation shall be Reynolds Packaging Inc. The Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of the Company, and shall by operation of law become liable for all the debts, liabilities, obligations and duties of the Company to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Corporation, as provided in the DGCL and RIBCA, as applicable.

1.3. The Merger shall become effective at the time when Parent duly files a certificate of merger (the "Certificate of Merger") with the Delaware Secretary of State, or at such subsequent time as the Parties shall agree and shall be specified in the

Certificate of Merger, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and RIBCA, as applicable, together with any other filings or recordings required under the DGCL and RIBCA, as applicable, to effectuate the Merger (the "Effective Time").

1.4. The separate corporate existence of the Company shall cease at the Effective Time in accordance with the provisions of the DGCL and RIBCA, as applicable.

2. Conversion of Capital Stock.

2.1. Each share of capital stock of Parent existing prior to the Effective Time shall, without any action on the part of the holder thereof, continue as the capital stock of the Surviving Corporation without any conversion thereof.

2.2. Each share of capital stock of the Company outstanding and issued prior to the Effective Time shall, without any action on the part of the holder thereof, cease to exist, without any conversion thereof.

3. Certificate of Incorporation and Bylaws.

From and after the Effective time, the certificate of incorporation and bylaws of Parent, as such may be amended from time to time, shall be the certificate of incorporation and bylaws the Surviving Corporation.

4. Officers.

From and after the Effective Time, the officers of Parent shall be the officers of the Surviving Corporation.

5. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, (b) on the first Business Day (as defined below) following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. "Business Day" means any day on which banks are not required or authorized to close in the City of New York. All notices

hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(a) if to the Parent to:

Reynolds Packaging Group
6641 West Broad Street
Richmond, VA 23230

Fax: (804) 281-2740
Attention: David Watson

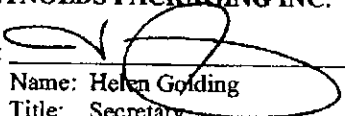
(b) if to the Company to:

Crystal Thermoplastics, Inc.
6641 West Broad Street
Richmond, VA 23230

Fax: (804) 281-2740
Attention: David Watson

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed under penalties of perjury by their respective duly authorized officers as of the date first above written.

REYNOLDS PACKAGING INC.

By: 
Name: Helen Golding
Title: Secretary

CRYSTAL THERMOPLASTICS, INC.

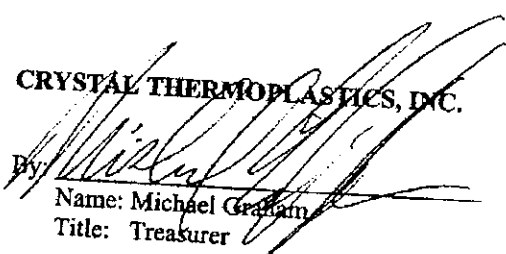
By: _____
Name: Michael Graham
Title: Treasurer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed under penalties of perjury by their respective duly authorized officers as of the date first above written.

REYNOLDS PACKAGING INC.

By: _____
Name: Helen Golding
Title: Secretary

CRYSTAL THERMOPLASTICS, INC.

By: 
Name: Michael Graham
Title: Treasurer



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State

