

F94000002553

August 4, 1997

NORTHERN NEW  
ENGLAND REGION  
15 Carr Lane  
Bedford, NH 03110  
Tel: (603) 472-2100  
Fax: (603) 472-2107

SOUTHERN NEW  
ENGLAND REGION  
600 Main Street  
Swanton, MA 02777  
Tel: (508) 875-8811  
Fax: (508) 875-8817

NORTHEAST REGION  
625 Rockledge Blvd  
Wilmington, NC 28403  
Tel: (919) 428-8228  
Fax: (919) 428-8338

MID ATLANTIC REGION  
7905-1 #2 Ballenton Rd  
Springfield, VA 22153  
Tel: (703) 451-0577  
Fax: (703) 451-0123

SOUTHEAST REGION  
Post Office Box 2849  
Cumming, GA 30128  
Tel: (770) 888-6449  
Fax: (770) 888-6450

CORPORATE OFFICE  
147 Australian Avenue  
Palm Beach, FL 33480  
Tel: (561) 659-0615  
Fax: (561) 659-1985

Florida Secretary of State  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314  
Attn: Ms. Louise Jackson

800002262748--5  
-08/11/97--01030--011  
\*\*\*\*122.50 \*\*\*\*122.50

RE: Articles of Merger of The Mohawk Corporation into Spencer,  
White, & Prentis Foundation Corporation

Dear Louise:

I have enclosed duplicate original Articles of Merger regarding the above two corporations which have been signed by the President of each corporation. I have also enclosed a check in the amount of \$122.50 made payable to the Florida Secretary of State to cover the filing fee for this document (\$35.00 for each of the two corporations and \$52.50 for the certified copy fee). I have also enclosed a photocopy of the Articles of Merger filed with the Massachusetts Secretary of State on July 1, 1997 as previously sent to you.

Please process the enclosed articles at your earliest possible convenience and forward me a copy of the same once completed. I thank you for your assistance and ask that you feel free to telephone me with any questions.

Very truly yours,

Spencer, White & Prentis Foundation Corporation

Brian M. LaRue  
President

BML

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

07 AUG 11 PM 1:35

APPROVED  
AND  
FILED

CM  
F94000002553  
Merger  
8.11.97  
# Cert Copy  
1341

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

THE MOHAWK CORPORATION, P94000044942, a Florida corporation

INTO

SPENCER, WHITE & PRENTIS FOUNDATION CORPORATION, a  
Massachusetts corporation, F94000002553

File date: August 11, 1997

Corporate Specialist: Carol Mustain

STATE OF FLORIDA

ARTICLES OF MERGER

1. Merger. The Mohawk Corporation, a Florida corporation shall merge into Spencer, White & Prentis Foundation Corporation, a Massachusetts corporation. Spencer, White & Prentis Foundation Corporation shall be the surviving corporation.
2. Effective Date. Immediately upon filing. (As to surviving corporation, effective July 1, 1997, date of filing in Massachusetts.)
3. Articles of Organization of Surviving Corporation. This merger shall effect no changes to the Articles of Organization of the surviving corporation.
4. Adoption of Plan of Merger. The merger herein is further described in that certain Agreement and Plan of Merger dated June 23, 1997, a copy of which is attached hereto and made a part hereof as EXHIBIT A, which agreement was duly adopted by the directors of Spencer, White & Prentis Foundation Corporation on June 23, 1997 and by the sole shareholder of The Mohawk Corporation on June 23, 1997.
5. Statement of Manner of Adoption. Shareholder adoption of the merger herein was not required of Spencer, White & Prentis Foundation Corporation pursuant to the provisions of Chapter 156B, Section 78(c)(2) which allows for adoption of merger by consent of the directors of a Massachusetts corporation provided that the agreement of merger does not amend the Articles of Organization of the surviving corporation, that shares to be issued in the merger do not exceed 15% of the outstanding shares prior to the merger, and that issuance of any previously unissued stock in the merger is duly authorized by the directors. No amendment to the Articles of Organization of the surviving corporation shall occur by reason of the within merger. No shares will be issued or exchanged in the within merger.
6. Florida Secretary of State's Office Filing. This document is intended to comply with the provisions of Section 607.1105 of the Florida Business Corporation Act.

AUGUST 4, 1997  
Date:

AUGUST 4, 1997  
Date

Spencer, White & Prentis Foundation Corporation

By: Brian M. LaRue  
Brian M. LaRue  
President

The Mohawk Corporation

By: Brian M. LaRue  
Brian M. LaRue  
President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into on this 23 day of June, 1997 by and between **Spencer, White & Prentiss Foundation Corporation**, a Massachusetts corporation having a place of business in Swansea, Massachusetts ("SWP") and **The Mohawk Corporation**, a Florida corporation having a principal place of business in Palm Beach, Florida ("Mohawk").

WITNESSETH

**WHEREAS**, SWP is a corporation duly organized under the laws of the Commonwealth of Massachusetts on April 29, 1993, with authorized capital stock of Ten Thousand (10,000) no par value common shares, One Thousand Six Hundred Seventy Five (1,675) of which are presently issued and outstanding;

**WHEREAS**, Mohawk is a corporation duly organized under the laws of the State of Florida on June 13, 1994, with authorized capital stock of One Hundred (100) no par value common shares, One Hundred (100) of which are presently issued and outstanding; and

**WHEREAS**, the directors of SWP and the stockholder of Mohawk mutually desire that Mohawk be merged into SWP with SWP to be the surviving corporation on such terms and conditions as are set forth herein.

**NOW THEREFORE**, in consideration of the nominal sum of One Dollar (\$1), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Representations of SWP. SWP hereby represents, to the best of its knowledge, the following:

1.1 Chapter 156B, Section 79 of the Massachusetts General Laws, as amended, allows for a foreign corporation to be merged into a Massachusetts corporation with the Massachusetts corporation surviving.

1.2 Chapter 156B, Section 78 of the Massachusetts General Laws, as amended, allows for such a merger without the consent of the stockholders and instead by a vote of the directors provided that such merger: (i) will not change the name, authorized capital, or Articles of Organization of the survivor; (ii) will not affect authorized but unissued shares of stock; and (iii) will not result in the issuance of any authorized but unissued stock.

1.3 SWP, through its duly authorized directors and officers, has the power to enter into and perform under this Agreement.

1.4 Mohawk has had the opportunity to review the corporate and financial records of SWP, and those records provided to Mohawk, if any, are correct and accurate.

1.5 There are no actions pending or threatened against SWP which if adversely determined would materially and adversely affect SWP, and the merger contemplated herein will not constitute a breach of any agreement to which SWP is a party.

1.6 The consent of the directors of SWP to any action, including the merger contemplated herein, requires the affirmative consent of a majority of the directors entitled to vote thereon. The present directors of SWP are as evidenced on the Clerk's Incumbency Certificate of even date herewith.

2. Representations of Mohawk. Mohawk hereby represents, to the best of its knowledge, the following:

2.1 Title 36, Section 607.1107, of the Florida General Laws, as amended, allows for a Florida corporation to be merged into the corporation of another state with the foreign corporation surviving, provided that the laws of the state of the surviving corporation allow such a merger.

2.2 The sole shareholder of Mohawk, by consent of even date herewith, has authorized such merger in all respects.

2.3 Mohawk, through its duly authorized directors and officers, has the power to enter into and perform under this Agreement.

2.4 SWP has had the opportunity to review the corporate and financial records of Mohawk, and those records provided to SWP, if any, are correct and accurate.

2.5 There are no actions pending or threatened against Mohawk which if adversely determined would materially and adversely affect Mohawk, and the merger contemplated herein will not constitute a breach of any agreement to which Mohawk is a party.

2.6 Mohawk does not at the present time and has not at any time: (i) had any assets or liabilities of any material nature; (ii) conducted business or otherwise operated as an ongoing business enterprise in any material respect; and (iii) had a value above and beyond a nominal value, such as One Dollar (\$1).

3. Plan of Merger. SWP shall pay the sum of One One-Hundredth of One Dollar (\$.01) in exchange for each and every one of the issued and outstanding shares of stock of Mohawk. No stock, fractional stock, or other consideration than that stated

above shall be otherwise exchanged for the issued and outstanding shares of Mohawk. The parties agree and acknowledge that based on the provisions of Section 2.6 herein, such consideration, although nominal, represents the full and fair value of the stock of Mohawk. All stock of Mohawk shall be immediately retired and canceled as of the date hereof.

4. Closing. The closing of the merger contemplated herein shall occur of even date herewith at the offices of SWP, or at such other place as the parties may designate.

5. No Brokers. The parties represent that no brokers have been involved in this transaction, and that no broker's fee shall be due hereunder.

6. Surviving Corporation. SWP shall be the surviving corporation hereunder. There shall be no change in the name, capital structure, authorized or issued stock, voting rights, internal governance, bylaws, Articles of Organization, purpose, or general operations of SWP as a result of the merger contemplated herein.

7. Notices. All demands, notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given and received: (i) if mailed, addressed as set forth herein, on the date that the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, or; (ii) if by facsimile or hand delivery, addressed as set forth herein, on the date delivered to or received at the premises of the other party. All notices hereunder shall be addressed as indicated below or as otherwise specified by the parties hereto by notifying each other of the same in writing from time to time.

(a) To SWP:

*B. Keith LaRue*  
~~Mr. John H. Kiang, Jr.~~  
~~Vice President~~ *SECRETARY*  
Spencer, White & Prentiss Foundation  
Corporation  
6 Colletti Lane  
Swansea, MA 02777

(b) To Mohawk:

Mr. Brian M. LaRue  
Director  
The Mohawk Corporation  
147 Australian Avenue  
Palm Beach, FL 33480

8. Supersedure; Entire Agreement; Binding Effect. This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the parties hereto, and sets forth the entire understanding and agreement of the parties hereto with respect to the transactions contemplated hereunder.

This Agreement shall be binding on, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors, assigns, and distributees.

9. Assignment. This Agreement, whether in whole or in part, may not be assigned, transferred, or pledged by any party hereto whether by operation of law or otherwise, without the written consent of the parties hereto.

10. Amendment. No modification or amendment of this Agreement, whether in whole or in part, shall be effective unless made in writing and signed by the parties hereto.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Recitals. Any and all recitals herein set forth are hereby deemed to be true and correct, and shall further be deemed incorporated by reference into and a part hereof.

13. Further Assurances. After the date of closing of the transactions contemplated hereunder, the parties hereto shall execute and deliver such further and other instruments and items as any of the parties hereto may reasonably request, or as may be reasonably necessary to effectuate the transactions contemplated herein.

14. Confidentiality; Disclosure of Information. The parties hereto agree and acknowledge that their respective businesses and affairs constitute confidential information for purposes hereof. Any information, records, customer lists, books, processes, procedures, or other information of any kind or nature not generally available to the public regarding any other party hereto (the "Confidential Information") which may have been revealed or discovered during the negotiations of the transactions contemplated hereunder regarding any of the parties hereto shall not be communicated, transferred, divulged, or appropriated for use by a party hereto, whether for such party's use or for the use of a third party, without the prior written consent of the other party hereto regarding whom the Confidential Information is related.

14.1 In the event of a breach or threatened breach by a party of these provisions, the other party shall be entitled to an ex-parte injunction restraining the breaching party from such breach or threatened breach. Nothing herein shall be construed as prohibiting the party entitled to remedies from pursuing any other remedies that may be available to it for such breach or threatened breach, including the recovery of damages. Each party recognizes the right of the other party to injunctive and/or other equitable relief related to this section, and shall not

contest the same or urge in any such action or proceeding that an adequate remedy at law exists. These covenants and obligations shall survive any closing hereunder and/or the termination of this Agreement and shall remain in full force and effect in perpetuity.

14.2 Notwithstanding the foregoing, the provisions of this section regarding non-disclosure shall not apply to reasonable disclosures made in good faith, and with due care exercised by all involved parties, to legal, financial, or other like professionals whose services are retained by the parties hereto during the negotiation of the transactions hereunder. Upon request of any party hereto, all Confidential Information and all copies thereof shall be immediately returned to the originator of the same.

15. Time of the Essence. Time shall be of the essence with respect to each and every one of the various undertakings and obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Witness:

Amy E. Saxon  
Name:

Spencer, White & Prentiss  
Foundation/Corporation

By: John H. Klans, Jr.  
Name: JOHN H. KLANG, JR.  
Title: VICE PRES

Lyndee B. LaRue  
Name:

The Mohawk Corporation

By: Brian M. LaRue  
Name: BRIAN M. LARUE  
Title: PRESIDENT



# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth

ONE ASHBURTON PLACE  
BOSTON, MASS. 02108

FEDERAL IDENTIFICATION

NO. 04-3184591

Spencer, White

FEDERAL IDENTIFICATION

NO. 65-0496605

Mohawk

Examiner

## ARTICLES OF ~~CONSOLIDATION~~ MERGER\*

PURSUANT TO GENERAL LAWS, CHAPTER 156B, SECTION 79

Spencer, White & Prentis Foundation Corporation

The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114.  
Make checks payable to the Commonwealth of Massachusetts.

### ~~CONSOLIDATION~~ MERGER\* OF

The Mohawk Corporation

Spencer, White & Prentis Foundation Corporation

the constituent corporations

into

Spencer, White & Prentis Foundation Corporation

~~one of the constituent corporations~~ one of the constituent corporations\* organized under the laws of Massachusetts as specified in the agreement referred to in Paragraph 1 below.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~ merger\* has been duly adopted in compliance with the requirements of subsections (b) and (c) of General Laws, Chapter 156B, Section 79, and will be kept as provided by subsection (c) thereof. The ~~surviving~~ surviving\* corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~ merger\* determined pursuant to the agreement referred to in paragraph 1 shall be June 23, 1997

3. (For a merger)

\*\* The following amendments to the articles of organization of the SURVIVING corporation have been affected pursuant to the agreement of merger referred to in paragraph 1:

None. The name of the surviving corporation shall remain "Spencer, White & Prentis Foundation Corporation."

~~NOT A CONSTITUTION~~

~~THE COMMONWEALTH OF MASSACHUSETTS~~

P.C.

\*Delete the inapplicable words.

\*\*If there are no provisions state "NONE."

NOTE: If the space provided under article 3 is insufficient, additions shall be set forth on separate 8 1/2 x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

(b) The total number of shares and the par value, if any, of each class of stock which the resulting corporation is authorized is as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	None	None		\$
Common	10,000	None		

\*(c) If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established.

None

\*(d) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, for restrictions upon the transfer of shares of stock of any class, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

No new provisions

4. (This paragraph 4 may be deleted if the resulting surviving corporation is organized under the laws of a state other than Massachusetts.)

The following information shall not for any purpose be treated as a permanent part of the articles of organization of the resulting surviving corporation:

(a) The post office address of the initial principal office of the resulting surviving corporation in Massachusetts is:

~~147 Australian Avenue~~ Mass. Office  
~~Palm Beach, FL 33480~~ 6 Colletti Lane  
Swansea, MA 02777

(b) The name, residence and post office address of each of the initial directors and President, Treasurer and Clerk of the resulting surviving corporation is as follows:

Name	Residence	Post Office Address
President		
Treasurer	PLEASE SEE ATTACHED SHEET	
Clerk		
Directors		

(c) The date initially adopted on which the fiscal year of the resulting surviving corporation ends is: \_\_\_\_\_  
June 30

(d) The date initially fixed in the by-laws for the Annual Meeting of stockholders of the resulting surviving corporation is: Third Wednesday in June

July

\*Delete the inapplicable words.

\*\*If there are no provisions state "NONE."

NOTE: If the space provided under article 3 is insufficient, additions shall be set forth on separate 8 1/2 x 11 inch sheets of paper, leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

5. (This paragraph 5 may be deleted if the ~~resulting~~\* surviving\* corporation is organized under the laws of Massachusetts)

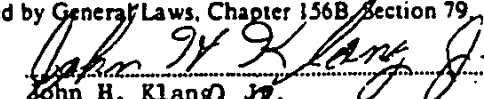

The resulting\* surviving\* corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the resulting\* surviving\* corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

\*Delete the inapplicable words.

N/A



#### FOR MASSACHUSETTS CORPORATIONS

The undersigned ~~President~~\* Vice President\* and Clerk\* ~~XXXXXXXXXX~~\* of ~~Spencer, White & Prentiss~~ Foundation Corporation a corporation organized under the laws of Massachusetts further state under the penalties of perjury that the agreement of ~~consolidation~~\* merger\* referred to in paragraph 1 has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 79

 ~~XXXXXXXXXX~~\* Vice President\*  
John H. Klang  
 ~~XXXXXXXXXX~~\* Clerk\* Assistant Clerk\*

#### FOR CORPORATIONS ORGANIZED OTHER THAN IN MASSACHUSETTS

The undersigned Brian M. LaRue† and Brian M. LaRue†† of The Mohawk Corporation a corporation organized under the laws of Florida further state under the penalties of perjury that the agreement of ~~consolidation~~\* merger\* referred to in paragraph 1, has been duly adopted by such corporation in the manner required by the laws of Florida

 ~~XXXXXXXXXX~~\*  
Brian M. LaRue, President  
 ~~XXXXXXXXXX~~\*  
Brian M. LaRue, Clerk

\*Delete the inapplicable words.

†Specify the officer having powers and duties corresponding to those of the President or Vice President of a Massachusetts corporation organized under General Laws, Chapter 156B.

††Specify the officer having power and duties corresponding to the Clerk or Assistant Clerk of such a Massachusetts corporation.

581303

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF CONSOLIDATION/MERGER

(General Laws, Chapter 156B, Section 79)

I hereby approve the within articles of ~~consolidation~~ merger and, the filing fee in the amount of \$ 250.00 having been paid, said articles are deemed to have been filed with me this 1st day of July, 19 97.

Effective Date

7/1/97

*William Francis Galvin*

William Francis Galvin  
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION  
Photo Copy of Articles of Merger To Be Sent

TO:

.. Stephen M. Brusini, Esq. ....  
.. Visconti & Boren Ltd. ....  
.. 55 Dorrance Street. ....  
.. Providence, RI. 02903 ....  
.. Telephone . (401) 331-3800 .....

Copy Mailed

**ARTICLES OF MERGER**  
**The Mohawk Corporation into Spencer, White & Prentiss**  
**Foundation Corporation**

**Section 4(b)**

Director:	Brian M. LaRue 147 Australian Avenue Palm Beach, FL 33480
Director:	John H. Klang, Jr. 650 Pierce Road Swansea, MA 02777
Director:	Frank Gregory 67 Summit Avenue Waldwick, NJ 07463
Director:	Drew Floyd 2506 Chelmsford Drive Crofton, MD 21114
Director:	Robert C. Houghton 15 Carriage Lane Bedford, NH 03110
President:	Brian M. LaRue 147 Australian Avenue Palm Beach, FL 33480
Vice President:	John H. Klang, Jr. 650 Pierce Road Swansea, MA 02777
Executive Vice President:	Drew Floyd 2506 Chelmsford Drive Crofton, MD 21114
Vice President:	Robert C. Houghton 15 Carriage Lane Bedford, NH 03110
Clerk:	<del>Drew Floyd</del> <i>B. KEITH LARUE</i> <del>2506 Chelmsford Drive</del> <i>6 COLLETTI LANE</i> <del>Crofton, MD 21114</del> <i>SWANSEA, MA 02777</i>
Treasurer:	Brian M. LaRue 147 Australian Avenue Palm Beach, FL 33480