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ARTICLES OF MERGER

COLT INDUSTRIES INC

(a Delaware Corporation)

with and into

COLT INDUSTRIES PENNSYLVANIA CORPORATION

(a Pennsylvania Corporation)

To the Department of State of the
Commonwealth of Pennsylvania
Corporations Bureau:

In compliance with the requirements of section 903 of the Business Corporation Law, act of May 5, 1933 (P.L. 364) (15 P.S. §1903), the undersigned corporations, desiring to effect a merger, hereby certify that:

1. The name of the corporation surviving the Merger is Colt Industries Pennsylvania Corporation.

2. The surviving corporation is a domestic corporation and the location of its registered office in this Commonwealth is c/o C T Corporation System, Oliver Building, Mellon Square, Pittsburgh, Pennsylvania 15222.

3. The name of the qualified foreign business corporation which is a party to the Merger is Colt Industries Inc, a Delaware corporation, and the location of its registered office in this Commonwealth is c/o C T Corporation System, 123 Broad Street, Philadelphia, Pennsylvania 19109.

4. The Merger shall be effective when these Articles of Merger shall have been filed by the Department of State of the Commonwealth of Pennsylvania.

5. The Plan and Agreement of Merger dated as of March 15, 1976 (the "Merger Agreement"), by and between Colt Industries Inc ("Colt") and Colt Industries Pennsylvania Corporation ("New Colt") providing for the merger (the "Merger") of Colt with and into New Colt was adopted by New Colt pursuant to Action by Unanimous Written Consent of the Sole Shareholder of New Colt dated as of March 15, 1976.

6. The Merger was authorized and approved by Colt Industries Inc, a Delaware corporation, in accordance with the laws of the State of Delaware.

7. The Plan and Agreement of Merger dated as of March 15, 1976, by and between Colt Industries Inc and Colt Industries Pennsylvania Corporation is set forth in Exhibit A, attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by duly authorized officers and its corporate seal, duly attested

by another such officer, to be hereunto affixed this

6th day of May 1976.

[CORPORATE SEAL]

Attest:

Title: Assistant Secretary

COLT INDUSTRIES PENNSYLVANIA CORPORATION

By
Title: President

By
Title: Secretary

[CORPORATE SEAL]

Attest:

Title: Assistant Secretary

COLT INDUSTRIES INC

By
Title: Senior Vice President

By
Title: Secretary

Filed in the Department of State on the 6th day of May A. D. 1976.

Secretary of the Commonwealth

TES/he

EXHIBIT A

PLAN AND AGREEMENT OF MERGER dated as of March 15, 1976, by and between COLT INDUSTRIES INC. a Delaware Corporation ("Colt"), and COLT INDUSTRIES PENNSYLVANIA CORPORATION, a Pennsylvania corporation ("New Colt"), said two corporations being hereinafter collectively referred to as the "Constituent Corporations".

As of the date hereof, the authorized capital stock of Colt consists of (a) 3,000,000 shares of Serial Preferred Stock, par value $1 per share, of which (i) 367,426 shares of $1.60 Cumulative Preferred Stock, Convertible Series A ("Colt Series A Preferred Stock"), are issued and outstanding, (ii) 13,105 shares of $4.50 Cumulative Preferred Stock, Convertible Series B ("Colt Series B Preferred Stock"), are issued and outstanding, (iii) 81,830 shares of $4.25 Cumulative Preferred Stock, Convertible Series C ("Colt Series C Preferred Stock"), are issued and outstanding, (iv) 757,914 shares of $4.25 Cumulative Preferred Stock, Convertible Series D ("Colt Series D Preferred Stock"), are issued and outstanding, and (v) 63,477 shares of $2.75 Cumulative Preferred Stock, Series E ("Colt Series E Preferred Stock"), are issued and outstanding, and (b) 15,000,000 shares of Common Stock, par value $1 per share ("Colt Common Stock"), of which 6,636,458 shares are issued and outstanding (exclusive of 116,350 shares held in the treasury of Colt).

As of the date hereof, Colt has reserved (a) an aggregate of 1,434,558 shares of Colt Common Stock for issuance upon conversion of outstanding shares of Colt Series A Preferred Stock, Colt Series B Preferred Stock, Colt Series C Preferred Stock and Colt Series D Preferred Stock and (b) an aggregate of 540,942 shares of Colt Common Stock for issuance upon the exercise of the stock options and obligations of Colt referred to in Section 5.01 of this Plan and Agreement of Merger.

Immediately prior to the Effective Time of the Merger as hereinafter provided, the authorized capital stock of New Colt will consist of (a) the same number of shares of Serial Preferred Stock, par value $1 per share, consisting of the same numbers of shares of (i) $1.60 Cumulative Preferred Stock, Convertible Series A ("New Colt Series A Preferred Stock"), (ii) $4.50 Cumulative Preferred Stock, Convertible Series B ("New Colt Series B Preferred Stock"), (iii) $4.25 Cumulative Preferred Stock, Convertible Series C ("New Colt Series C Preferred Stock"), (iv) $4.25 Cumulative Preferred Stock, Convertible Series D ("New Colt Series D Preferred Stock"), and (v) $2.75 Cumulative Preferred Stock, Series E ("New Colt Series E Preferred Stock"), in each case as the number of shares of a like class and series of capital stock of Colt will then be authorized, none of which shares of Serial Preferred Stock of New Colt will be issued and outstanding, and (b) 15,000,000 shares of Common Stock, par value $1 per share ("New Colt Common Stock"), 1,000 of which shares will be issued and outstanding and owned by Colt.

The respective Boards of Directors of Colt and New Colt deem the merger (the "Merger") provided for herein desirable and in the best interests of their respective stockholders. The respective Boards of Directors of Colt and New Colt have, by resolutions duly adopted, approved the Merger as set forth in this Plan and Agreement of Merger, and the Board of Directors of Colt has

directed that it be submitted to its stockholders for approval, Colt, as the sole stockholder of New Colt, having approved this Plan and Agreement of Merger as of the date hereof by written consent in accordance with Section 513 of the Pennsylvania Business Corporation Law.

In consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and the basis for converting the shares of capital stock of Colt into or for shares of capital stock of New Colt, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

Section 1.01. In accordance with the provisions of this Plan and Agreement of Merger, the Delaware General Corporation Law and the Pennsylvania Business Corporation Law, Colt shall be merged with and into New Colt, which shall be and is herein sometimes referred to as the "Surviving Corporation" and shall continue its corporate existence as a Pennsylvania corporation.

Section 1.02. Except as herein specifically set forth, the rights, privileges, powers and franchises of New Colt shall continue in effect and be unimpaired by the Merger and the identity, existence, purposes, objects, rights, privileges, powers and franchises of Colt shall be merged into New Colt and New Colt shall, as the Surviving Corporation, be fully vested therewith. The separate existence and the corporate organization of Colt, except in so far as they may be continued by statute, shall cease when the Merger shall become effective.

ARTICLE II

Section 2.01. This Plan and Agreement of Merger and the Merger shall become effective when the following actions shall have been completed: (a) the Merger provided for in this Plan and Agreement of Merger shall have been approved by the stockholders of Colt and a Certificate of Ownership and Merger relating to the Merger shall have been executed and acknowledged on behalf of Colt and filed with the Secretary of State of Delaware in accordance with Section 253 of the Delaware General Corporation Law; and (b) Articles of Merger relating to the Merger shall have been executed on behalf of Colt and New Colt and filed with the Department of State of Pennsylvania in accordance with Section 905 of the Pennsylvania Business Corporation Law. Promptly following the filing with the Secretary of State of Delaware provided for in the preceding clause (a), a certified copy of the Certificate of Ownership and Merger so filed shall be recorded with the Recorder of the County of New Castle, State of Delaware, in accordance with Section 253 of the Delaware General Corporation Law. The particular date and time when there has first been made either of the filings provided for in the preceding clauses (a) and (b) is herein called the "Filing Time". The particular date and time when this Plan and Agreement of Merger and the Merger shall become effective as aforesaid is herein called the "Effective Time of the Merger".

ARTICLE III

Section 3.01. At the Effective Time of the Merger, the Articles of New Colt as in effect immediately prior to the Effective Time of the Merger shall continue as the Articles of the Surviving Corporation until thereafter changed as provided by law.

Section 3.02. The By-laws of New Colt as in effect immediately prior to the Effective Time of the Merger shall remain the By-laws of the Surviving Corporation until thereafter duly altered, amended or repealed.

Section 3.03. At the Effective Time of the Merger, the number of directors constituting the Board of Directors of the Surviving Corporation shall be ten and the persons holding office as directors of Colt immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation. Each such director of the Surviving Corporation shall hold office until the annual meeting of shareholders of the Surviving Corporation next following the Effective Time of the Merger and until his successor shall have been elected and qualified, or as otherwise provided in the By-laws of the Surviving Corporation. At the Effective Time of the Merger, the various committees of the Board of Directors of the Surviving Corporation shall be the same as the committees of the Board of Directors of Colt as constituted immediately prior to the Effective Time of the Merger, with all their powers continuing until such time as changed by the Board of Directors of the Surviving Corporation.

Section 3.04. At the Effective Time of the Merger, the officers of Colt immediately prior to such Time shall be the officers of the Surviving Corporation, each to hold office until his successor shall have been elected and qualified, or as otherwise provided in the By-laws of the Surviving Corporation.

Section 3.05. If at the Effective Time of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation, in any committee of the Board of Directors of the Surviving Corporation or in any of the offices of the Surviving Corporation, such vacancy may thereafter be filled in the manner provided in the By-laws of the Surviving Corporation.

ARTICLE IV

Section 4.01. The manner and basis of converting the shares of capital stock of the Constituent Corporations into shares of capital stock of the Surviving Corporation shall be as follows:

(a) shares of capital stock of all classes and series of classes of Colt which shall be outstanding or held in the treasury of Colt immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into legally and validly issued, fully paid and nonassessable shares of capital stock of the Surviving Corporation as follows: (i) each share of Colt Common Stock shall be converted into one share of New Colt Common Stock, (ii) each share of Colt Series A Preferred Stock shall be converted into one share of New Colt Series A Preferred Stock, (iii) each share of Colt

Series B Preferred Stock shall be converted into one share of New Colt Series B Preferred Stock, (iv) each share of Colt Series C Preferred Stock shall be converted into one share of New Colt Series C Preferred Stock, (v) each share of Colt Series D Preferred Stock shall be converted into one share of New Colt Series D Preferred Stock, and (vi) each share of Colt Series E Preferred Stock shall be converted into one share of New Colt Series E Preferred Stock;

(b) from and after the Effective Time of the Merger, each outstanding certificate which prior thereto represented shares of capital stock of Colt shall represent the same number of shares of the class and series of class of capital stock of New Colt into which such shares were converted at the Effective Time of the Merger, and the holder thereof shall have the same rights which he would have if such certificate had been issued by New Colt. Upon surrender of any such certificate to New Colt at the office of one of its transfer agents, the transferee or other holder of the certificate surrendered shall receive in exchange therefor a certificate or certificates of New Colt; and

(c) from and after the Effective Time of the Merger, the shares of New Colt Common Stock which were outstanding immediately prior to the Effective Time of the Merger shall be canceled and retired, and all certificates representing such shares shall be canceled, and no cash, property, shares or other securities or obligations shall be issuable in the Merger in respect thereof.

Section 4.02. At the Effective Time of the Merger, each option to purchase Colt Common Stock which was granted pursuant to the Colt 1974 Stock Option Plan, the Stock Option Plan of Colt or in substitution for stock options originally exercisable for shares of Common Stock of Garlock Inc., a Delaware corporation, and which shall be outstanding immediately prior to the Effective Time of the Merger shall be converted into an option to purchase the same number of shares of New Colt Common Stock upon the same terms and conditions and for the respective periods stated in such option as the holder of such option was entitled to purchase shares of Colt Common Stock immediately prior to the Effective Time of the Merger.

ARTICLE V

Section 5.01. At the Effective Time of the Merger, the Surviving Corporation shall assume all obligations of Colt under and in respect of (a) the Colt 1974 Stock Option Plan, (b) the Colt Incentive Plan, (c) the Retirement Savings Plan for Salaried Employees of Colt, as amended, (d) the Retirement Plan for Salaried Employees of Colt, (e) the Family Protection Plan of Colt, and (f) the Colt Benefits Equalization Plan, approved by the Board of Directors of Colt (subject, however, to the approval of said Plan by the stockholders of Colt), all as the same shall be in effect at the Effective Time of the Merger. The requirements of any such plan or any other plan of a subsidiary of Colt in effect at the Effective Time of the Merger involving the purchase by Colt or by trustees under any such plan for the accounts of employees of Colt or one of its subsidiaries shall be satisfied by the

purchase of a like number of shares of New Colt Common Stock and the requirements of any plan or stock option of Colt involving the issuance or reservation for issuance of shares of Colt Common Stock shall be satisfied by the issuance or reservation for issuance of a like number of shares of New Colt Common Stock.

Section 5.02. All corporate acts, plans, policies, approvals and authorizations of the stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers or agents of Colt which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation from and after the Effective Time of the Merger as the same were on Colt, until duly altered, amended or repealed. The employees and agents of Colt and its subsidiaries shall become the employees and agents of the Surviving Corporation or its subsidiaries, as the case may be, and their rights and benefits which they enjoyed as such employees and agents shall be unaffected by the Merger.

Section 5.03. The foregoing provisions of Sections 5.01 and 5.02 shall be in furtherance and not in limitation of the provisions of Section 6.01 hereof.

ARTICLE VI

Section 6.01. At the Effective Time of the Merger all and singular the rights, privileges, powers and franchises, as well of a public as of a private nature, and all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to either of them on whatever account, including subscriptions to shares of capital stock, and all other things in action and all and every other interest of or belonging to each of them, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed and shall be thereafter as effectually the property, rights, privileges, powers and franchises, and all and every other interest, of the Surviving Corporation as they were of the Constituent Corporations; and the title to any real estate or any interest therein, 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, but the Surviving Corporation shall thenceforth be responsible and liable for all debts, liabilities, obligations and duties of each of the Constituent Corporations, and all said debts, liabilities, obligations and duties shall thenceforth attach to and become the debts, liabilities, obligations and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it; and any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and all rights of creditors and all liens upon property of either of the Constituent Corporations shall be preserved unimpaired, all as provided by the laws of Pennsylvania and Delaware.

Section 6.02. At the Effective Time of the Merger the assets and liabilities of the Constituent Corporations (except items of capital and surplus) shall be taken up or continued, as the case may

be, on the books of the Surviving Corporation at the amounts at which they respectively shall be carried on the books of the respective Constituent Corporations immediately prior to the Effective Time of the Merger, and the capital and surplus accounts of the Surviving Corporation shall be determined in accordance with generally accepted accounting principles and the Pennsylvania Business Corporation Law by the Board of Directors of the Surviving Corporation.

Section 6.03. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in the Surviving Corporation title to any property or right of Colt acquired or to be acquired by reason of, or as a result of, the Merger, Colt and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Plan and Agreement of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Colt or otherwise to take any and all such action.

ARTICLE VII

Section 7.01. Subject to the provisions of this Section 7.01, if approved by the vote or written consent of the stockholders of each of the Constituent Corporations as required by law, this Plan and Agreement of Merger and the Merger shall be made effective as soon as practicable thereafter in the manner provided in Section 2.01 hereof; *provided, however,* that, notwithstanding the approval of the stockholders of either or both of the Constituent Corporations, the Merger and this Plan and Agreement of Merger may be terminated by action of the Board of Directors of Colt at any time prior to the Filing Time if any circumstances should develop which, in the opinion of such Board of Directors, make proceeding with the Merger inadvisable.

Section 7.02. At any time prior to the Effective Time of the Merger, the Constituent Corporations may, by written agreement supplement or amend any provision of this Plan and Agreement of Merger. Any agreement on the part of either of the Constituent Corporations for such purpose shall be validly and sufficiently authorized for the purposes of this Plan and Agreement of Merger if set forth in an instrument in writing signed on behalf of such Constituent Corporation by a duly authorized officer thereof.

Section 7.03 For the convenience of the parties hereto any number of counterparts of this Plan and Agreement of Merger may be executed, and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan and Agreement of Merger to be signed in its corporate name by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed hereto, all as of the date first above written.

COLT INDUSTRIES INC,

by DAVID I. MARGOLIS
President

[Corporate Seal]

Attest:

WILLIAM D. FORD
Secretary

COLT INDUSTRIES PENNSYLVANIA CORPORATION,

by WILLIAM D. FORD
Vice President

[Corporate Seal]

Attest:

DONALD E. O'KEEFE
Assistant Secretary

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED that on this 26th day of March 1976, personally came before me DAVID I. MARGOLIS and WILLIAM D. FORD, the President and Secretary, respectively, of Colt Industries Inc, one of the corporations that is a party to the foregoing Plan and Agreement of Merger, known to me personally to be such, and acknowledged that they signed said Plan and Agreement of Merger, that said Plan and Agreement of Merger was the act, deed and agreement of Colt Industries Inc and that the facts stated therein in respect of Colt Industries Inc are true.

GIVEN under my hand and seal of office the day and year aforesaid.

VERONICA McCARTAN

NOTARY PUBLIC, State of New York
No. 31-7794225
Qualified in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

BE IT REMEMBERED that on this 26th day of March 1976, personally came before me WILLIAM D. FORD and DONALD E. O'KEEFE, a Vice President and an Assistant Secretary, respectively, of Colt Industries Pennsylvania Corporation, one of the corporations that is a party to the foregoing Plan and Agreement of Merger, known to me personally to be such, and acknowledged that they signed said Plan and Agreement of Merger, that said Plan and Agreement of Merger was the act, deed and agreement of Colt Industries Pennsylvania Corporation and that the facts stated therein in respect of Colt Industries Pennsylvania Corporation are true.

GIVEN under my hand and seal of office the day and year aforesaid.

VERONICA McCARTAN

NOTARY PUBLIC, State of New York
No. 31-7794225
Qualified in New York County
Commission Expires March 30, 1978

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Commonwealth of Pennsylvania

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Department of State

To All to Whom These Presents Shall Come, Greeting:

Whereas, *Under the provisions of Article IX of the Business Corporation Law (Act of May 5, 1933, P. L. 364), as amended, the Department of State is authorized and required to issue a*

CERTIFICATE OF MERGER

evidencing the merger of any one or more domestic corporations, and any one or more foreign corporations into one of such corporations under the provisions of that law; and

Whereas, *The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by* COLT INDUSTRIES INC, a Delaware corporation and COLT INDUSTRIES PENNSYLVANIA CORPORATION, a Pennsylvania corporation.

It is, Therefore, *Certified, That from the Articles of Merger filed with the Department of State, it appears that* COLT INDUSTRIES INC the Delaware corporation has been merged into COLT INDUSTRIES PENNSYLVANIA CORPORATION, being the Pennsylvania corporation.

Therefore, Know Ye, *That subject to the Constitution of this Commonwealth, and under authority of the Business Corporation Law, I DO BY THESE PRESENTS, which I have caused to be sealed with the Great Seal of the Commonwealth, hereby declare that* COLT INDUSTRIES PENNSYLVANIA CORPORATION, the Pennsylvania corporation, shall be the surviving corporation.

Given *under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this* 6th *day of* May *in the year of our Lord one thousand nine hundred and* seventy-six *and of the Commonwealth the two hundred* th.

C. DeLores Tucker

Secretary of the Commonwealth he

DSCB-56-R-47-75