[CONFORMED COPY]

PLAINTIFF'S EXHIBIT S-32
Blumberg No. 5113

AGREEMENT AND JOINT PLAN OF MERGER

THIS AGREEMENT AND JOINT PLAN OF MERGER (hereinafter called "this Agreement"), which also shall be deemed to be an Agreement of Merger, dated this 31st day of October, 1958, made and entered into by and between Thermoid Company, a Delaware corporation (hereinafter sometimes called "Thermoid"), H. K. Porter Company, Inc., a Pennsylvania corporation (hereinafter sometimes called "Porter Inc."), and H. K. Porter Company (Delaware), a Delaware corporation (hereinafter sometimes called "Porter Delaware").

WITNESSETH:

WHEREAS, Thermoid, whose Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on January 28, 1929, has an authorized capital stock consisting of 99,314 shares of Preferred Stock, of the par value of $50 per share, of which none will be outstanding from and after November 1, 1958 (the redemption date for all such shares presently outstanding), and 1,500,000 shares of Common Stock, of the par value of $1 per share, of which 825,254 shares (excluding 25,292 Treasury shares) are now issued and outstanding; and

WHEREAS, Porter Inc., whose Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on January 12, 1939, has an authorized capital stock consisting of 48,350 shares of Cumulative Preferred Stock, 4¼% Series, of the par value of $100 per share, of which 48,350 shares are now issued, 46,136 shares being outstanding and 2,214 shares being held in a Sinking Fund, and 1,500,000 shares of Common Stock, of the par value of $5 per share, of which 1,059,372 shares are now issued and outstanding; and

WHEREAS, Porter Delaware, whose Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on June 11, 1956, has an authorized capital stock consisting of 20,000 shares of Common Stock, of the par value of $5 per share, of which 5,000 shares are now issued and outstanding and all of which are owned by Porter Inc.; and

WHEREAS, the Boards of Directors of Thermoid, Porter Inc. and Porter Delaware (such corporations being hereinafter sometimes called the "Constituent Corporations") have deemed it advisable for the respective mutual benefit of the Constituent Corporations and their respective stockholders that Thermoid and Porter Inc. be merged into Porter Delaware, which shall continue as the surviving corporation (hereinafter sometimes called the "Surviving Corporation"), pursuant to the statutory merger provisions of the Pennsylvania Business Corporation Law (particularly Article IX thereof) and of Title 8 of the Delaware Code of 1953, as amended (particularly Section 252 thereof).

NOW, THEREFORE, Thermoid through a majority of its directors duly authorized by its Board of Directors, Porter Inc. through its proper officers duly authorized by its Board of Directors, and Porter Delaware through all of its directors duly authorized by its Board of Directors, have agreed and hereby do agree each with the others that Thermoid and Porter Inc. shall be merged into Porter Delaware and Porter Delaware shall merge into itself Thermoid and Porter Inc., and hereby do adopt a plan of merger and agree upon and prescribe the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation, and other details and provisions, as follows:

I

Thermoid Company, a Delaware corporation, and H. K. Porter Company, Inc., a Pennsylvania corporation, shall be merged into H. K. Porter Company (Delaware), a Delaware corporation. The separate existence of Thermoid and of Porter Inc., except insofar as continued by statute, shall cease

as soon as this Agreement shall become effective, and thereupon Thermoid and Porter Inc. and Porter Delaware shall become a single corporation, to wit, Porter Delaware, the Surviving Corporation, which shall survive such merger and shall continue to exist under, and be governed by the laws of, the State of Delaware, and which shall thereupon have the name "H. K. Porter Company, Inc." The time at which the Constituent Corporations shall so become said single corporation is herein sometimes referred to as the "effective date of the merger".

II

The Certificate of Incorporation of Porter Delaware, the Surviving Corporation (hereinafter sometimes called the "Corporation"), hereby is amended as of the effective date of the merger to read in full as follows:

ARTICLE FIRST. The name of the Corporation shall be "H. K. Porter Company, Inc."

ARTICLE SECOND. The principal office of the Corporation shall be located at 100 West Tenth Street in the City of Wilmington, County of New Castle and State of Delaware, and the name and address of the Resident Agent in charge thereof is The Corporation Trust Company, 100 West Tenth Street, Wilmington 99, Delaware.

ARTICLE THIRD. The nature of the business and the objects and purposes to be transacted, promoted and carried on by the Corporation are as follows:

a. To manufacture, assemble, fabricate, produce, purchase, import, receive, lease as lessee, or otherwise acquire, own, hold, store, use, repair, service, maintain, sell, assign, lease as lessor, distribute, export and otherwise dispose of, and generally to trade and deal in and with, as principal, agent or otherwise, electrical equipment and apparatus.

b. To manufacture, produce, buy, sell or otherwise deal in, steel, iron, pig iron, manganese, copper, or other metals or minerals, and any articles consisting or partly consisting thereof.

c. To manufacture, produce, buy, sell or otherwise deal in rubber, asbestos and resins, both natural and synthetic, and any and all articles consisting or partly consisting thereof or used in connection therewith.

d. To mine, quarry, smelt, refine, produce, manufacture, purchase, or otherwise acquire, invest in, own, sell, or otherwise dispose of, trade and deal in, minerals, ores, metals, oil, natural gas, substances from, in, over or growing on the earth, and all products made or partly made therefrom.

e. To manufacture, purchase, or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

f. To manufacture, produce, buy, sell or otherwise deal in any and all machinery, tools, equipment, accessories, parts, devices, supplies and materials used or useful in connection with or incidental to any of the foregoing.

g. To acquire and pay for in cash, notes, stock or bonds of the Corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

h. To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of the Corporation.

i. To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political sub-division or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

j. To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

k. To borrow or raise moneys for any of the purposes of the Corporation and, from time to time, without limit as to amount to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes.

l. To loan to any person, firm or corporation any of its surplus, either with or without security.

m. To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly.

n. To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of real and personal property of every class and description in any of the States, Districts, Territories or Colonies of the United States, and in any and all foreign countries, subject to the laws of such State, District, Territory, Colony or Country.

o. In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of Delaware upon corporations formed under the General Corporation Law of the State of Delaware, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in the Certificate of Incorporation, as amended, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

ARTICLE FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is one million seven hundred ninety-eight thousand three hundred fifty (1,798,350) shares, consisting of forty-eight thousand three hundred fifty (48,350) shares of 4¼% Cumulative Preferred Stock, of the par value of $100 per share, two hundred fifty thousand (250,000) shares of 5½% Cumulative

Sinking Fund Preference Stock, of the par value of $100 per share (hereinafter sometimes called "Sinking Fund Preference Stock"), and one million five hundred thousand (1,500,000) shares of Common Stock, of the par value of $5 per share (hereinafter called "Common Stock"), amounting in aggregate par value to $37,335,000. The following is a statement of the powers, preferences, rights, qualifications, limitations and restrictions with respect to the shares of such classes:

a. 4¼% Cumulative Preferred Stock:

1. *Dividends:* The holders of record of shares of 4¼% Cumulative Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors, dividends at the rate of 4¼% per annum, payable quarterly on the last days of January, April, July and October in each year. Such dividends shall be declared and paid or set apart for payment in each quarterly dividend period before any dividends shall be declared, or paid upon, or set apart for, or any distribution made in respect of, or any purchase, redemption or other acquisition made of any class of stock ranking after the 4¼% Cumulative Preferred Stock as to dividends or assets. The holders of the 4¼% Cumulative Preferred Stock shall be entitled to no other or further dividends. Such dividends shall commence to accrue and be cumulative from the quarterly dividend date next preceding the date of issue (or from the date of issue if the date of issue shall be a dividend payment date), unless issued after a record date for determining stockholders entitled to dividends and prior to a dividend date, in which case dividends shall commence to accrue and be cumulative from the dividend payment date next succeeding the date of issue, so that if in any quarterly dividend period dividends upon the outstanding 4¼% Cumulative Preferred Stock at the rate of 4¼% per annum shall not have been declared and paid, or set apart for payment for such quarterly dividend period and all previous quarterly dividend periods, the deficiency shall be declared and fully paid or set apart for payment, but without interest thereon, before any dividends shall be declared or paid upon, or set aside for, or any distribution made in respect of, or any purchase, redemption or other acquisition made of any class of stock ranking after the 4¼% Cumulative Preferred Stock as to dividends or assets.

2. *Liquidation:* The amount payable to the holders of record of shares of 4¼% Cumulative Preferred Stock out of the assets of the Corporation (whether from capital, or surplus, or both) in the event of liquidation, dissolution or winding up of the affairs of the Corporation, before any distribution shall be made to the holders of any class of stock ranking after the Preferred Stock as to dividends or assets, shall be $103 per share if such liquidation, dissolution or winding up is voluntary, and $100 per share if involuntary, in each case plus an amount equal to accrued and unpaid dividends to the date of distribution. If upon such liquidation, dissolution or winding up, the assets of the Corporation shall be insufficient to permit the payment in full to the holders of the 4¼% Cumulative Preferred Stock of the amounts distributable to them as aforesaid, then the entire assets of the Corporation shall be distributed ratably among the holders of the 4¼% Cumulative Preferred Stock outstanding according to their respective rights.

3. *Redemption:* The 4¼% Cumulative Preferred Stock shall be redeemable, from time to time, in whole or in part, at any quarterly dividend payment date or dates, at $103 per share plus an amount equal to accrued and unpaid dividends to the date fixed for any such redemption. Notice of every such redemption shall be mailed at least 20 days and not more than 30 days prior to the date fixed for such redemption, to the stockholders of record of shares of 4¼% Cumulative Preferred Stock to be redeemed, at their respective addresses as the same shall appear on the books of the Corporation. In case a part only of the 4¼% Cumulative Preferred Stock is at any time to be so redeemed, the shares so redeemed shall be selected by lot or pro rata or by such other equitable method as the Board of Directors of the Corporation shall determine. From and after the date fixed in any such notice as the date of redemption (unless default shall be made by the Corporation in providing funds for the redemption price) all dividends on the 4¼% Cumulative Preferred Stock thereby called for redemption shall cease to accrue and rights of the holders thereof as stockholders of the Corporation, except the right to receive the redemption

price, shall cease and determine. The 4¼% Cumulative Preferred Stock redeemed under the provisions hereof shall not be reissued and shall be cancelled.

4. *Sinking Fund:* The Corporation shall create on its books a sinking fund account (hereinafter called "Preferred Stock Sinking Fund"), for the purchase or redemption of 4¼% Cumulative Preferred Stock, and shall place in such account the unexpended amount remaining in the sinking fund account of H. K. Porter Company, Inc., a Pennsylvania corporation, for its Cumulative Preferred Stock, 4¼% Series, which said unexpended amount the Corporation shall apply on or prior to April 30, 1959, for the purpose of redemption or purchase for retirement of shares of 4¼% Cumulative Preferred Stock then outstanding. The Corporation shall pay into said Preferred Stock Sinking Fund, for the purchase or redemption of 4¼% Cumulative Preferred Stock, on or before April 30, 1959, and on or before April 30th of each year thereafter, so long as any shares of the 4¼% Cumulative Preferred Stock shall remain outstanding, an amount equal to 10% of the consolidated net profits of the Corporation and its subsidiary companies, after taxes (as hereinafter defined), for the preceding calendar year; provided, however, that in no event shall such amount exceed $600,000 for the calendar year 1958. During the year following each April 30th Preferred Stock Sinking Fund payment and on or prior to each succeeding April 30th, so long as any shares of 4¼% Cumulative Preferred Stock shall remain outstanding, the Corporation shall apply all amounts so paid into the Preferred Stock Sinking Fund for the purpose of redemption or purchase for retirement of shares of 4¼% Cumulative Preferred Stock then outstanding. Shares of 4¼% Cumulative Preferred Stock purchased for retirement through the Preferred Stock Sinking Fund may be purchased at either public or private sale on the best terms then reasonably obtainable but only at a price less than the redemption price therefor hereinabove specified. Except for purchases or redemptions through the Preferred Stock Sinking Fund, the Corporation shall not purchase or redeem any shares of 4¼% Cumulative Preferred Stock. All shares of 4¼% Cumulative Preferred Stock which shall be redeemed or purchased or otherwise acquired by or through the operation of the Preferred Stock Sinking Fund, shall be cancelled and shall not be reissued.

5. *Priorities and Restrictions:* The rights of the holders of the 4¼% Cumulative Preferred Stock as to dividends and assets shall be prior to the rights of the holders of any other class of stock of the Corporation. So long as any of the 4¼% Cumulative Preferred Stock is outstanding the Corporation shall not increase the authorized amount of 4¼% Cumulative Preferred Stock or authorize or create any stock of any class having preference or priority as to dividends or assets over or ranking on a parity as to dividends or assets with the 4¼% Cumulative Preferred Stock, and shall maintain at all times a consolidated net working capital (current assets minus current liabilities as determined in accordance with sound accounting principles) of at least two (2) times the aggregate par value of all shares of 4¼% Cumulative Preferred Stock outstanding.

b. 5½% Cumulative Sinking Fund Preference Stock:

1. *Dividends:* The holders of record of the Sinking Fund Preference Stock shall be entitled to receive, when and as declared by the Board of Directors out of any funds legally available for the purpose, cumulative cash dividends at the rate of 5½% per annum, and no more, payable quarterly on the last days of January, April, July and October in each year. Such dividends on each share of Sinking Fund Preference Stock shall be cumulative, as follows:

a. if issued prior to the record date for the first dividend on shares of such class of stock, then from the first day of the calendar month in which such issue occurs or such earlier or later date as may be fixed for the purpose by the Board of Directors;

b. if issued during the period commencing immediately after the record date for a dividend on shares of such class of stock and terminating at the close of the payment date for such dividend, then from such dividend payment date; and

c. otherwise from the quarterly dividend payment date next preceding the date of issue of such share.

So long as any shares of the Sinking Fund Preference Stock are outstanding, no dividend or other distribution, except in Common Stock or stock of any other class (hereinafter sometimes collectively called "Other Stock") ranking after the Sinking Fund Preference Stock, shall be declared or paid on Other Stock, and the Corporation shall not acquire or redeem shares of Other Stock, unless

(a) all dividends on the Sinking Fund Preference Stock for all previous quarterly dividend periods shall have been paid, or declared and set apart; and

(b) the Corporation shall have complied with all of its obligations theretofore required of it with respect to the Sinking Fund for the Sinking Fund Preference Stock,

but nothing herein contained shall prevent the purchase or acquisition of Other Stock in exchange for, or out of the proceeds of a substantially concurrent sale of, any Other Stock.

2. *Liquidation:* In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, the holders of the Sinking Fund Preference Stock shall be entitled to receive out of the assets of the Corporation, before any distribution or payment shall be made to the holders of the Common Stock or stock of any other class ranking after the Sinking Fund Preference Stock (hereinafter sometimes collectively called "Other Stock"), (i) if such liquidation, dissolution or winding up shall be involuntary, the sum of $100 per share, and (ii) if such liquidation, dissolution or winding up shall be voluntary, the sum of $103 per share, including, in each case, all accrued and unpaid dividends thereon to the date of distribution. If upon any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets available for distribution shall be insufficient to pay the holders of all outstanding shares of Sinking Fund Preference Stock the full amounts to which they respectively shall be entitled, the holders of shares of Sinking Fund Preference Stock shall share ratably in any distribution of assets in accordance with the sums which would be payable on such distribution if all sums payable were discharged in full.

3. *Redemption:* The Corporation at its option (expressed by resolution of the Board of Directors) or for the Sinking Fund hereinafter mentioned may redeem the outstanding shares of Sinking Fund Preference Stock, at any time in whole, or from time to time in part, upon notice as hereinafter specified, at the applicable redemption price hereinafter specified, plus, in each case, an amount equal to all accrued and unpaid dividends thereon to the date fixed for redemption. In the case of redemption for the Sinking Fund, the redemption price shall be $100 per share. In the case of redemption at the option of the Corporation, the redemption price shall be $103 per share.

In case of the redemption of a part only of the Sinking Fund Preference Stock at the time outstanding, the shares to be redeemed shall be selected pro rata or by lot or in such other manner as the Board of Directors may determine.

At least thirty days' previous notice of every such redemption of Sinking Fund Preference Stock shall be mailed to the holders of record of the Sinking Fund Preference Stock to be redeemed at their addresses as shown by the books of the Corporation, and shall be published at least once in a daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, in the City of New York, the publication to be not less than thirty days prior to the date fixed for redemption; but no failure to mail such notice nor any defect therein or in the mailing thereof shall affect the validity of the proceeding for the redemption of any shares so to be redeemed.

If notice of redemption shall have been duly published, and if, on or before the redemption date designated in such notice, the funds necessary for the redemption shall have been set aside, so as to be and continue to be available therefor, then, notwithstanding that any certificate for

the shares of Sinking Fund Preference Stock so called for redemption shall not have been surrendered for cancellation, dividends on the shares so called for redemption shall cease to accrue from and after the date of redemption so designated, and all rights with respect to the shares so called for redemption shall forthwith after such redemption date cease and terminate, except only the right of the holders thereof to receive the redemption price thereof, but without interest.

The Corporation, however, at any time prior to the redemption date specified in the notice of redemption, may deposit in trust, for the account of the holders of the Sinking Fund Preference Stock to be redeemed, with a bank or trust company in the City of New York having a capital and undivided surplus aggregating at least $5,000,000, named in the notice of redemption, all funds necessary for the redemption, and deliver irrevocable written instructions authorizing and directing such bank or trust company, on behalf of and at the expense of the Corporation, to cause notice of redemption to be duly mailed and publication of the notice to be made as hereinabove provided promptly upon receipt of such irrevocable instructions, and thereupon, notwithstanding that any certificate for the shares of Sinking Fund Preference Stock so called for redemption shall not have been surrendered for cancellation, all shares of Sinking Fund Preference Stock with respect to which the deposit shall have been made shall no longer be deemed to be outstanding and all rights with respect to such shares of Sinking Fund Preference Stock shall forthwith upon the deposit in trust, accompanied by irrevocable instructions as provided above, cease and terminate, except only the right of the holders thereof to receive from such bank or trust company, at any time after the time of the deposit, the redemption price of the shares so to be redeemed, but without interest. Any interest accrued on such funds shall be paid to the Corporation from time to time.

Any funds so set aside or deposited, as the case may be, and unclaimed at the end of six years from such redemption date shall be released or repaid to the Corporation upon its request expressed in a resolution of its Board of Directors, after which release or repayment the holders of the shares so called for redemption shall look only to the Corporation for the payment of the redemption price thereof, but without interest.

All shares of Sinking Fund Preference Stock which shall be redeemed at the option of the Corporation or for the Sinking Fund, or which shall be purchased for the Sinking Fund, shall be cancelled and shall not be reissued.

4. *Sinking Fund:* The Corporation shall provide on its books, as a Sinking Fund reserve for the redemption or purchase of Sinking Fund Preference Stock, on or before the April 30th next following the calendar year during which any shares of Sinking Fund Preference Stock are first issued and on or before April 30th of each year thereafter, so long as any shares of Sinking Fund Preference Stock shall remain outstanding, an amount equal to the same proportionate part of 10% of the consolidated net profits of the Corporation and its subsidiary companies, after taxes (as hereinafter defined), for the calendar year next preceding such April 30th, as the cumulative total number of shares of Sinking Fund Preference Stock that has been [illegible]ed prior to such April 30th bears to 250,000 shares. Whenever a Sinking Fund reserve is so provided on or before any April 30th, the Corporation, during the 12-month period beginning on the next following May 1st and so long as any shares of Sinking Fund Preference Stock shall remain outstanding, shall (subject to the provisions of paragraph 1 of subdivision a of this Article Fourth) apply the amount of such Sinking Fund reserve, at any time or from time to time, to redeem shares of Sinking Fund Preference Stock then outstanding at the Sinking Fund redemption price plus an amount equal to all accrued and unpaid dividends thereon to the date fixed for redemption, or to purchase for the Sinking Fund shares of Sinking Fund Preference Stock then outstanding, at either public or private sale, at a purchase price or prices not in excess of the Sinking Fund redemption price plus an amount equal to all accrued and unpaid dividends thereon to the date of purchase.

5. *Priorities and Restrictions:* Unless the consent of the holders of a greater number of such shares shall then be required by law, the Corporation, without the consent of the holders of at least a majority of the shares of Sinking Fund Preference Stock at the time outstanding, given in person or by proxy, either in writing or at any special or annual meeting called for the purpose, at which the Sinking Fund Preference Stock shall vote separately as a class, shall not increase the authorized amount of the Sinking Fund Preference Stock or authorize, or increase the authorized amount of, any class of stock ranking on a parity with the Sinking Fund Preference Stock as to dividends or assets. Unless the consent of the holders of a greater number of shares shall then be required by law, the consent of the holders of at least two-thirds of the shares of Sinking Fund Preference Stock at the time outstanding, given in person or by proxy, either in writing or at any special or annual meeting called for the purpose, at which the Sinking Fund Preference Stock shall vote separately as a class, shall be necessary to permit, effect or validate any of the following:

(a) The authorization of, or any increase in the authorized amount of, any class of stock ranking prior to the Sinking Fund Preference Stock as to dividends or assets, or

(b) The amendment, alteration or repeal of any of the provisions of the Certificate of Incorporation, as amended, or of the By-Laws of the Corporation which would affect adversely any right, preference, privilege or voting power of the Sinking Fund Preference Stock or of the holders thereof.

Notwithstanding the foregoing provisions of this paragraph 5, no consent of the holders of the Sinking Fund Preference Stock shall be required to permit, effect or validate any action if, prior to or concurrently with such action, provision shall be made in accordance with the provisions of the fifth paragraph of paragraph 3 of this subdivision b for the redemption of all outstanding shares of Sinking Fund Preference Stock, and all funds necessary for such redemption shall be deposited in trust in accordance with the provisions of such paragraph.

The Sinking Fund Preference Stock shall rank after the 4¼% Cumulative Preferred Stock as to dividends and assets. The term "Other Stock" or "class ranking after the Sinking Fund Preference Stock", when used with reference to the Sinking Fund Preference Stock, shall include each stock of the Corporation, now or hereafter authorized, over which the Sinking Fund Preference Stock has preference or priority either in the payment of dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the affairs of the Corporation.

c. Common Stock:

1. *Dividends:* Subject to the provisions of paragraph 1 of subdivision a of this Article Fourth and of paragraph 1 of subdivision b of this Article Fourth, such dividends and distributions as may be determined by the Board of Directors may, from time to time, be declared and paid or made upon the Common Stock out of any funds legally available for the purpose, and neither the 4¼% Cumulative Preferred Stock nor the Sinking Fund Preference Stock shall be entitled to participate in any such dividend or distribution so declared and paid or made upon the Common Stock.

2. *Liquidation:* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the holders of the Common Stock shall be entitled to share ratably in all the assets of the Corporation, if any, remaining after payments in full to the holders of the 4¼% Cumulative Preferred Stock and the holders of the Sinking Fund Preference Stock as hereinabove provided.

d. General Provisions:

1. *Voting Rights:* Except as otherwise required by law or as otherwise set forth herein, the 4¼% Cumulative Preferred Stock, the Sinking Fund Preference Stock and the Common Stock shall at all times possess concurrent voting power on all matters and at all times each

shareholder of record of any class of stock of the Corporation shall be entitled at each meeting of stockholders to one vote for each share standing in the name of such shareholder on the books of the Corporation.

In addition, if at any time dividends on any shares of the 4¼% Cumulative Preferred Stock shall be unpaid or in arrears to an amount equal to or exceeding the dividends to which such shares are entitled for six (6) quarterly dividend periods, then the number of Directors shall be increased by two and the holders of the 4¼% Cumulative Preferred Stock, until such default shall have been cured by the payment of dividends so that no accumulated dividends remain unpaid on the 4¼% Cumulative Preferred Stock, shall have the right, voting as a class, to elect said two additional Directors to represent the 4¼% Cumulative Preferred Stock.

In addition, if at any time dividends on any shares of the Sinking Fund Preference Stock shall be unpaid or in arrears to an amount equal to or exceeding the dividends to which such shares are entitled for six (6) quarterly dividend periods, then the number of Directors shall be increased by two and the holders of the Sinking Fund Preference Stock, until such default shall have been cured by the payment of dividends so that no accumulated dividends remain unpaid on the Sinking Fund Preference Stock, shall have the right, voting as a class, to elect said two additional Directors to represent the Sinking Fund Preference Stock.

Upon the happening of any such default so entitling the 4¼% Cumulative Preferred Stockholders or the Sinking Fund Preference Stockholders to elect two additional Directors representing such class of stock, a meeting of the holders of shares of such class of stock for the election of such two additional Directors shall be held upon call by the Secretary of the Corporation which shall be issued at the request of the holders of record of not less than 10% of the shares of such class of stock. At any such meeting of the holders of either such class of stock the presence in person or by proxy of the holders of a majority of the outstanding shares of such class of stock shall be required for a quorum. In the event any such default shall have been cured by the payment of dividends on the outstanding 4¼% Cumulative Preferred Stock or Sinking Fund Preference Stock, as the case may be, so that no accumulated dividends remain unpaid on such class of stock, the term of office of the Directors so elected to represent such class of stock shall thereupon terminate and the authorized number of members of the Board of Directors shall be reduced accordingly, subject, however, to being again revived upon any subsequent failure of the Corporation to pay dividends as aforesaid.

2. *Cumulative Voting:* At all elections of Directors of the Corporation (including any election of additional Directors by the holders of 4¼% Cumulative Preferred Stock or by holders of the Sinking Fund Preference Stock pursuant to the provisions of paragraph 1 of this subdivision d), each stockholder shall be entitled to as many votes as shall equal the number of votes which (except for this provision as to cumulative voting) he would be entitled to cast for the election of Directors to be elected with respect to the shares of stock held of record by him multiplied by the number of Directors to be elected, and he may cast all such votes for a single Director or may distribute them among the number to be voted for, or for such number of those to be voted for, as he may see fit.

3. *Pre-emptive Rights:* No stockholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the Corporation, whether now or hereafter authorized, or any bonds, debentures or other securities convertible into, or exchangeable for or carrying the right to purchase, stock, but such additional shares of stock or other securities may be issued or disposed of by the Board of Directors to such persons and on such terms as it shall deem in the best interests of the Corporation.

4. *Consolidated Net Profits:* The term "consolidated net profits of the Corporation and its subsidiary companies, after taxes," for any year or period as used hereinabove shall be deemed to mean the consolidated net profits of the Corporation and its subsidiary companies, after taxes, for such year or period, determined in accordance with sound accounting principles,

as shown in the consolidated profit and loss statement for the Corporation and its subsidiary companies for such year or period, certified by independent public accountants; provided, however, that solely for purposes of the 4½% Cumulative Preferred Stock Sinking Fund and the Sinking Fund reserve for the Sinking Fund Preference Stock, "consolidated net profits of the Corporation and its subsidiary companies, after taxes," for the year 1958, shall be an amount equal to 10% of the consolidated net profits of H. K. Porter Company, Inc., a Pennsylvania corporation, and its subsidiary companies, after taxes, (defined on a like basis) from January 1, 1958 to the merger of said H. K. Porter Company, Inc. into the Corporation, as well as 10% of the consolidated net profits of the Corporation and its subsidiary companies, after taxes, from said merger to December 31, 1958, as hereinbefore provided.

5. *Accrued and Unpaid Dividends:* The term "accrued and unpaid dividends", when used with reference to any share of stock, shall mean an amount computed at the annual dividend rate for such share of stock from the date on which dividends became cumulative thereon to and including the date to which such dividends are to be accrued, less the aggregate amount of all dividends theretofore paid on such share; but no interest shall be payable upon any arrearages.

6. *Class Voting:* Except as otherwise specifically required by statute or expressly provided herein, for the purpose of voting at each meeting of stockholders all classes of stock of the Corporation shall vote together, and with the same force and effect, as if they constituted but one and the same class.

ARTICLE FIFTH. The amount of capital with which the Corporation heretofore commenced business was at least One Thousand Dollars ($1,000).

ARTICLE SIXTH. The names and places of residence of the incorporators of the Corporation were as follows:

Names	Residences
H. K. Webb	Wilmington, Delaware
H. C. Broadt	Wilmington, Delaware
A. D. Atwell	Wilmington, Delaware

ARTICLE SEVENTH. The Corporation is to have perpetual existence.

ARTICLE EIGHTH. The private property of the stockholders shall not be subject to the payment of corporate debts of the Corporation to any extent whatever.

ARTICLE NINTH. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized:

a. To make, alter or repeal the By-Laws of the Corporation, subject, however, to the power of the stockholders to alter or repeal any By-Laws made by the Board of Directors.

b. To authorize and cause to be executed, without any vote or consent of the stockholders, mortgages and liens upon all or any part of the real and personal property of the Corporation.

c. To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

d. By resolution or resolutions passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the Directors of the Corporation, which, to the extent provided in said resolution or resolutions or in the By-Laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed

to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the By-Laws of the Corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE TENTH. In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the Directors or officers of the Corporation are in any way interested in or connected with any other party to such contract or transaction or are themselves parties to such contract or transaction, provided that the interest in any such contract or transaction of any such Director or officer shall at the time be fully disclosed or otherwise known to the Board of Directors; and each and every person who may from time to time become a Director or officer of the Corporation is hereby relieved from any liability whatsoever that might otherwise exist from contracting with the Corporation for the benefit of himself or any person in or with which he may be in any way interested or connected. Any Director of the Corporation may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that he is also a stockholder, Director or officer of, or has any interest in, such other person. Any contract or other transaction of the Corporation or of the Board of Directors or of any Committee thereof which shall be ratified by a majority of the holders of the issued and outstanding stock entitled to vote at any annual meeting or any special meeting called for the purpose shall be as valid and as binding as though ratified by every stockholder of the Corporation; provided, however, that any failure of the stockholders to approve or ratify such contract or other transaction, when and if submitted, shall not be deemed in any way to render the same invalid or deprive the Director and officer of their right to proceed with such contract or other transaction.

ARTICLE ELEVENTH. Each Director, each officer, each former Director and each former officer of the Corporation and each person who may have served at the request of the Corporation as a director or officer of another corporation in which the Corporation owns shares of capital stock or of which it is a creditor shall be indemnified by the Corporation against expenses actually and necessarily incurred by or imposed upon him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of his being or having been a Director or officer of the Corporation or of such other corporation, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding, to be liable for negligence or misconduct in the performance of his duties as such officer or Director. Such right of indemnification shall not be deemed exclusive of any other right to which he may be entitled, under any By-Law, agreement, vote of stockholders or otherwise.

ARTICLE TWELFTH. Meetings of stockholders may be held without the State of Delaware, if the By-Laws so provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be from time to time designated by the Board of Directors or in the By-Laws of the Corporation.

III

The manner and basis of converting shares of the Constituent Corporations into shares of the Surviving Corporation, as of the effective date of the merger, shall be as follows:

(a) Each share of Common Stock, of the par value of $1 per share, of Thermoid which shall then be outstanding and which shall not be owned by Porter Inc. or held in the Treasury of Thermoid shall be converted into and exchanged for one-sixth (1/6th) of one share of 5½% Cumulative Sinking Fund Preference Stock of the Surviving Corporation; provided, however, that no fractional shares, or scrip in lieu of fractional shares, of such 5½% Cumulative Sinking Fund Preference Stock shall be issued by the Surviving Corporation to any holder of Thermoid Common Stock but, in lieu of such issue, the Surviving Corporation will make arrangements with an Exchange Agent so that for a period of 120 days after the effective date of the merger, any such stockholder may purchase through the Exchange Agent any additional fraction required to make up a full

share, or sell any fractional interest to which he is entitled with the proceeds of such sale remitted to him as promptly as practicable. The purchase and sale of such fractional interests shall be at the then market price therefor as determined by the Exchange Agent. If any such stockholder fails to instruct the Exchange Agent as to either of the foregoing privileges, the fractional interest of such stockholder will be sold by the Exchange Agent and the proceeds thereof sent to the stockholder.

(b) All shares of Common Stock of Thermoid then owned by Porter Inc. or held in the Treasury of Thermoid shall be surrendered and cancelled and shall not be converted into any stock of the Surviving Corporation.

(c) Each share and each fractional share of Cumulative Preferred Stock, 4¼% Series, of the par value of $100 per share, of Porter Inc. which shall then be outstanding shall be converted into and exchanged for one share and a like fractional share, respectively, of 4¼% Cumulative Preferred Stock of the Surviving Corporation (including all shares then held in the Cumulative Preferred Stock, 4¼% Series, sinking fund account of Porter Inc., which converted shares shall be acquired by and held in the Preferred Stock Sinking Fund account of the Surviving Corporation).

(d) Each share of Common Stock, of the par value of $5 per share, of Porter Inc. which shall then be outstanding shall be converted into and exchanged for one share of Common Stock of the Surviving Corporation.

(e) All shares of Common Stock of Porter Delaware which shall then be outstanding shall be surrendered and cancelled and shall not be converted or changed into any other stock of the Surviving Corporation.

(f) The outstanding restricted option to purchase 25,000 shares of Common Stock of Thermoid granted to Warren E. Hill on January 30, 1957, shall be converted into an option to purchase a number of shares of 5½% Cumulative Sinking Fund Preference Stock of the Surviving Corporation in accordance with the six for one conversion ratio specified in subparagraph (a) above, without any change in (1) the aggregate amount that would have been payable upon exercise of such option in full if it had been exercised immediately prior to the effective date of the merger (but with a corresponding change in the price per share), or (2) any of the other rights of such option, provided, however, that such rights may be adjusted to the extent which, in the opinion of counsel for the Surviving Corporation, is necessary to avoid modification (within the meaning of the restricted stock option provisions of the Internal Revenue Code of 1954) of the terms of the option as a result of this Agreement.

As of the effective date of the merger, the stated capital of the Surviving Corporation shall be an amount equal to the aggregate par value of all of the issued shares of capital stock of the Surviving Corporation, after giving effect to the terms and provisions of this Agreement.

After the effective date of the merger, each holder of an outstanding certificate or certificates theretofore representing shares of capital stock of any Constituent Corporation to be converted hereunder may surrender the same to the Transfer Agent of the Surviving Corporation, except certificates for shares of Cumulative Preferred Stock, 4¼% Series, of Porter Inc., which shall be surrendered to the Surviving Corporation, and such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of full shares, and fractional shares of 4¼% Cumulative Preferred Stock, of the Surviving Corporation into which the shares of capital stock of such Constituent Corporation theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the effective date of the merger represented shares of capital stock of any Constituent Corporation shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the shares of capital stock of the Surviving Corporation into which the same shall have been so converted, if any. No dividends payable to the holders of record of capital stock of the Surviving Corporation, as of any date

subsequent to the effective date of the merger, shall be paid to the holder of any outstanding certificate for shares of capital stock of a Constituent Corporation until such certificate shall be so surrendered, but upon such surrender there shall be paid to the record holder of the certificate or certificates for shares of capital stock of the Surviving Corporation issued upon such surrender, the amount of such dividends which theretofore became payable with respect to such shares of the capital stock of the Surviving Corporation, but without interest.

IV

The By-Laws of the Surviving Corporation shall be the present By-Laws of Porter Delaware, the Surviving Corporation, as amended from time to time.

V

Subject to the provisions of paragraph 1 of subdivision d of Article Fourth of the Certificate of Incorporation, as amended, of the Surviving Corporation, the number of directors of the Surviving Corporation shall be such number, not less than five, as from time to time shall be fixed by, or in the manner provided in the By-Laws. The following individuals shall constitute the Board of Directors of the Surviving Corporation as of the effective date of the merger, who shall hold office until the next annual meeting of stockholders of the Surviving Corporation and until their successors, respectively, are elected in accordance with the By-Laws:

Names	Addresses
A. B. Brushaber	King Edward Apartments Pittsburgh, Pennsylvania
H. A. Eggerss	3222 East Hampshire Street Milwaukee, Wisconsin
T. M. Evans	Round Hill Road Greenwich, Connecticut
F. C. Foy	4625 Fifth Avenue Pittsburgh, Pennsylvania
W. E. Hill	19 Greenhouse Drive Princeton, New Jersey
C. L. Holbert	Bigelow Apartments Pittsburgh, Pennsylvania
W. S. Landes	29 West Lane Madison, New Jersey
G. D. Lockhart	5215 Westminster Place Pittsburgh, Pennsylvania
C. W. Veatch	166 North Dithridge Pittsburgh, Pennsylvania

If, on the effective date of the merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation by reason of the failure or inability of any of the above named persons to accept a directorship in the Surviving Corporation, such vacancy may be filled in the manner provided by law and the By-Laws of the Surviving Corporation.

VI

Upon the merger herein provided for becoming effective, all and singular the rights, privileges, powers and franchises as well of a public as of a private nature, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all property and assets, real, personal and mixed, and all debts due on whatever account, and each and every other interest and all manner of things in action of or belonging to the Constituent Corporations shall be vested in the Surviving Corporation without further act, deed or other transfer; and all property, rights, privileges, powers and franchises,

and all and every other interest of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any and all real estate, whether by deed or otherwise, vested in the Constituent Corporations, shall not revert or be in any way impaired by reason of said merger; provided that all rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations, restrictions and duties of the Constituent Corporations shall forthwith attach to the Surviving Corporation and it shall become responsible therefor, and said debts, liabilities, obligations, restrictions and duties may be enforced against it to the same extent as if they had been incurred or contracted by it, but the liabilities of the Constituent Corporations, or of their respective shareholders, directors, or officers, shall not be affected, nor shall the rights of the creditors thereof or of any persons dealing with the Constituent Corporations, or any liens upon the property of said Constituent Corporations, be impaired by said merger, and any claim existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if such merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in the place of the Constituent Corporations.

VII

As soon as practicable after the effective date of the merger, the Surviving Corporation shall prepare and file an application with the New York Stock Exchange for the listing thereon of the shares of its 5½% Sinking Fund Preference Stock.

VIII

Notwithstanding the execution of this Agreement by the proper officers of Porter Inc. and by at least a majority of the directors of Thermoid and Porter Delaware, this Agreement shall not be binding upon the parties hereto unless and until the following requirements and conditions have been met and fulfilled:

a. A ruling or rulings satisfactory to the Constituent Corporations shall have been obtained from the Commissioner of Internal Revenue to the effect that the transaction contemplated herein is a "reorganization" as that term is defined in Section 368(a) of the Internal Revenue Code of 1954; that no taxable gain or loss to any of the Constituent Corporations or to their respective stockholders will be recognized for Federal income tax purposes by reason of such transaction except to those stockholders who may dissent and receive the value or fair value, as the case may be, of their stock in appraisal proceedings, and except that Thermoid stockholders for whose account a fractional interest in Sinking Fund Preference Stock is sold as herein provided may realize taxable gain, but which gain shall not exceed the proceeds of such sale; and that neither the Sinking Fund Preference Stock nor the 4¼% Cumulative Preferred Stock of the Surviving Corporation into which the present Thermoid Common Stock and Porter Inc. Cumulative Preferred Stock, 4¼% Series, respectively, will be converted under the merger will be stock by reason of the merger to the disposition or redemption of which Section 306(a) of the Internal Revenue Code will apply.

b. The holders of the respective outstanding long-term obligations of Thermoid and Porter Inc. shall have consented, where required, in writing to the plan of merger set forth in this Agreement and the assumption of such obligations by the Surviving Corporation.

c. This Agreement, and the plan of merger set forth herein, shall have been approved and adopted by the stockholders of Thermoid representing at least two-thirds of the outstanding shares entitled to vote thereon, the stockholders of Porter Delaware representing at least two-thirds of the outstanding shares entitled to vote thereon, and the stockholders of Porter Inc. representing at least a majority of the outstanding shares entitled to vote thereon, at special meetings thereof to be called and held for such purpose prior to December 12, 1958, subject to any and all adjournments thereof, in the manner required by the Delaware General Corporation Law, the Pennsylvania Business Corporation Law, and the respective By-Laws of the Constituent Corporations. If at said special meetings, or any adjournments thereof, this Agreement shall be so duly approved and adopted

by the stockholders of each of the Constituent Corporations, then the Secretary or Assistant Secretary of each of the Constituent Corporations shall certify such fact on this Agreement and this Agreement and appropriate Articles of Merger incorporating this Plan of Merger, as required by Section 903 of the Pennsylvania Business Corporation Law, shall be executed, signed and verified or acknowledged by the proper officers of each of the Constituent Corporations under their respective corporate seals, and this Agreement shall be filed in the office of the Secretary of State of Delaware, and said Articles of Merger shall be filed in the office of the Department of State of the Commonwealth of Pennsylvania, and shall be duly recorded if and where required by law, whereupon the plan of merger set forth in this Agreement shall become effective.

IX

Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned as follows:

a. By the Board of Directors of any one of the Constituent Corporations at any time prior to its adoption by their respective stockholders, by written notice thereof to the other Constituent Corporations.

b. By mutual consent of the Boards of Directors of all the Constituent Corporations at any time prior to the effective date hereof.

c. By the Board of Directors of any one of the Constituent Corporations if, in the opinion of such Board, the merger is deemed inadvisable or impracticable by reason of new legislation, Federal or State, or the institution or threat of litigation or proceedings against any of the Constituent Corporations.

d. By the Board of Directors of any one of the Constituent Corporations if, in the opinion of such Board, the merger is deemed inadvisable or impracticable by reason of written objections or demands made by stockholders of any of the Constituent Corporations.

e. By the Board of Directors of any one of the Constituent Corporations if, in the opinion of such Board, any of the other Constituent Corporations has suffered any substantial loss as a result of any catastrophe or has suffered any material adverse change in its condition or business, financial or otherwise, since September 30, 1958.

Notwithstanding the approval and adoption of this Agreement and of the plan of merger set forth herein by the affirmative votes of the holders of the requisite number of outstanding shares of the Constituent Corporations, the Boards of Directors of Porter Inc. and Porter Delaware by resolutions duly adopted at meetings called and held for the purpose of considering such action, subsequent to the date of such approval by the stockholders of the Constituent Corporations and prior to the effective date of the merger, may direct that the plan of merger set forth herein shall be modified so as to eliminate therefrom all provisions concerning Thermoid and the conversion of Thermoid Common Stock, the aforesaid options of Warren E. Hill with respect thereto, and the addition of Messrs. W. E. Hill, H. A. Egger and W. S. Landes as Directors of the Surviving Corporation (resulting in a reduction in the number of Directors from 9 to 6), all as set forth in a modified Agreement and Joint Plan of Merger of even date herewith, executed on behalf of Porter Inc. and Porter Delaware, so that as so modified the provisions of this Agreement shall be carried out to permit a merger of Porter Inc. and Porter Delaware.

In order to facilitate the filing and recording of this Agreement, it is hereby agreed that the same may be executed, signed, verified or acknowledged in triplicate counterparts, each of which shall constitute an original and shall be given full force and effect as an original.

In Witness Whereof, pursuant to authority duly given by their respective Boards of Directors, this Agreement has been executed by the proper officers of H. K. Porter Company, Inc., by a majority of

the Directors of Thermoid Company, and by all of the Directors of H. K. Porter Company (Delaware), and the corporate seals of each of said companies have been hereunto affixed as of the day and year first above written.

H. K. PORTER COMPANY, INC.

By C. L. HOLBERT
President

ATTEST:

F. A. REHORST
Secretary

[CORPORATE SEAL]

THERMOID COMPANY

By WARREN E. HILL

HANS A. EGGERSS

[CORPORATE SEAL]

W. S. LANDES

C. W. VEATCH

FRANK L. LUCE

constituting a majority of the Directors.

H. K. PORTER COMPANY (DELAWARE)

By T. M. EVANS

C. L. HOLBERT

[CORPORATE SEAL]

A. M. HARRELSON

F. A. REHORST

E. R. MORAN

constituting all of the Directors.

CERTIFICATE OF THE SECRETARY

OF

THERMOID COMPANY

AS TO

VOTE OF STOCKHOLDERS

I, E. R. MORAN, Secretary of THERMOID COMPANY, a Delaware corporation, hereby certify, as said Secretary and under the seal of said corporation, that the Agreement and Joint Plan of Merger to which this Certificate is attached, after having been signed on behalf of said corporation by a majority of the Directors thereof, having been signed on behalf of H. K. PORTER COMPANY (DELAWARE), a Delaware corporation, by all of the Directors thereof, and having been signed on behalf of H. K. PORTER COMPANY, INC., a Pennsylvania corporation, by its President and Secretary, was duly submitted to the stockholders of said Thermoid Company at a special meeting of stockholders called and held on December 10, 1958, separately from the meeting of stockholders of any other corporation, pursuant to written notice thereof to all of its stockholders, for the purpose of considering and taking action upon said Agreement and Joint Plan of Merger, that 825,254 shares of stock of said corporation on said date were issued and outstanding and entitled to vote thereon, and that the holders of 667,480 shares voted by ballot in favor of said Agreement and Joint Plan of Merger and that 33,394 shares were voted against the same, the said affirmative vote representing more than two-thirds of the shares of the outstanding capital stock of said corporation entitled to vote thereon and that thereby the Agreement and Joint Plan of Merger was at said meeting duly adopted as the act of the stockholders of said Thermoid Company, and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said Thermoid Company on this 10th day of December, 1958.

E. R. MORAN
Secretary

[CORPORATE SEAL]



CERTIFICATE OF THE SECRETARY

OF

H. K. PORTER COMPANY, INC.

AS TO

VOTE OF STOCKHOLDERS

I, F. A. REHORST, Secretary of H. K. PORTER COMPANY, INC., a Pennsylvania corporation, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement and Joint Plan of Merger to which this certificate is attached, after having been signed on behalf of said corporation by its proper officers duly authorized by its Board of Directors, having been signed on behalf of THERMOID COMPANY, a Delaware corporation, by a majority of the Directors thereof, and having been signed by all of the Directors of H. K. PORTER COMPANY (DELAWARE), a Delaware corporation, was duly submitted to the stockholders of said H. K. Porter Company, Inc. at a special meeting of stockholders called and held on December 9, 1958, separately from the meeting of stockholders of any other corporation, pursuant to written notice thereof to all of its stockholders, for the purpose of considering and taking action upon said Agreement and Joint Plan of Merger, that 1,105,508 shares of stock of said corporation on said date were issued and outstanding and entitled to vote thereon, and that the holders of 1,048,509¾ shares voted by ballot in favor of said Agreement and Joint Plan of Merger and that 1,782¾ shares were voted against the same, the said affirmative vote representing more than a majority of the shares of the outstanding capital stock of said corporation entitled to vote thereon, and that thereby the Agreement and Joint Plan of Merger was at said meeting duly adopted as the act of the stockholders of said H. K. Porter Company, Inc., and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said H. K. Porter Company, Inc. on this 9th day of December, 1958.

F. A. REHORST
Secretary

[CORPORATE SEAL]

CERTIFICATE OF THE SECRETARY

OF

H. K. PORTER COMPANY (DELAWARE)

AS TO

VOTE OF STOCKHOLDER

I, F. A. REHORST, Secretary of H. K. PORTER COMPANY (DELAWARE), a Delaware corporation, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement and Joint Plan of Merger to which this certificate is attached, after having been signed on behalf of said corporation by all of the Directors thereof, having been signed on behalf of THERMOID COMPANY, a Delaware corporation, by a majority of the Directors thereof, and having been signed on behalf of H. K. PORTER COMPANY, INC., a Pennsylvania corporation, by its President and Secretary, was duly submitted to the stockholder of said H. K. Porter Company (Delaware) at a special meeting of stockholders called and held on December 9, 1958, separately from the meeting of stockholders of any other corporation, upon Waiver of Notice, signed by said stockholder, for the purpose of considering and taking action upon said Agreement and Joint Plan of Merger, that 5,000 shares of stock of said corporation were on said date issued and outstanding and entitled to vote thereon, and that the holder of 5,000 shares voted by ballot in favor of said Agreement and Joint Plan of Merger and that no shares were voted against the same, the said affirmative vote representing all of the shares of the outstanding capital stock of said corporation entitled to vote thereon, and that thereby the Agreement and Joint Plan of Merger was at said meeting duly adopted as the act of the stockholder of said H. K. Porter Company (Delaware), and the duly adopted agreement of the said corporation.

WITNESS my hand and the seal of said H. K. Porter Company (Delaware) on this 9th day of December, 1958.

F. A. REHORST
Secretary

[CORPORATE SEAL]



THE ABOVE AGREEMENT OF MERGER, having been signed on behalf of THERMOID COMPANY, a Delaware corporation, by a majority of the Directors thereof, and on behalf of H. K. PORTER COMPANY (DELAWARE), a Delaware corporation, by all of the Directors thereof, and having been adopted by the respective stockholders of each said corporation in accordance with the provisions of Section 252 of Title 8 of the Delaware Code of 1953, and having been signed on behalf of H. K. PORTER COMPANY, INC., a Pennsylvania corporation, by its proper officers duly authorized by its Board of Directors and having been adopted by the stockholders of said corporation in all respects in accordance with the provisions of the Business Corporation Law of the Commonwealth of Pennsylvania, and the fact of adoption by the stockholders of each corporate party thereto having been certified on said Agreement and Joint Plan of Merger by the Secretary of each corporate party thereto, the President and the Secretary of each corporate party thereto do now hereby execute the said Agreement and Joint Plan of Merger, under the corporate seals of their respective corporations, by authority of the Directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, as of this 10th day of December, 1958.

THERMOID COMPANY

[CORPORATE SEAL]

By WARREN E. HILL
President

E. R. MORAN
Secretary

Attest:

E. R. MORAN
Secretary

H. K. PORTER COMPANY, INC.

[CORPORATE SEAL]

By C. L. HOLBERT
President

F. A. REHORST
Secretary

Attest:

F. A. REHORST
Secretary

H. K. PORTER COMPANY (DELAWARE)

[CORPORATE SEAL]

By C. L. HOLBERT
President

F. A. REHORST
Secretary

Attest:

F. A. REHORST
Secretary

STATE OF NEW JERSEY
COUNTY OF MERCER } ss.:

BE IT REMEMBERED that on this 10th day of December, A. D. 1958, personally came before me, ROSE F. DE CARA, a Notary Public in and for the County and State aforesaid, WARREN E. HILL, President of THERMOID COMPANY, a Delaware corporation and one of the corporations described in and which executed the foregoing Agreement and Joint Plan of Merger, known to me personally to be such, and he, the said WARREN E. HILL as such President, duly executed said Agreement and Joint Plan of Merger before me and acknowledged said Agreement and Joint Plan of Merger to be the act, deed and agreement of said Thermoid Company, that the signatures of said President and the Secretary of said corporation to said foregoing Agreement and Joint Plan of Merger are in the handwriting of the said President and Secretary of said Thermoid Company, and that the seal affixed to said Agreement and Joint Plan of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

ROSE F. DE CARA
Notary Public

[NOTARIAL SEAL]

Notary Public of New Jersey
My Commission Expires July 24, 1961

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY } ss.:

BE IT REMEMBERED that on this 9th day of December, A. D. 1958, personally came before me, MATTHEW R. ARMSTRONG, a Notary Public in and for the County and Commonwealth aforesaid, C. L. HOLBERT, President of H. K. PORTER COMPANY, INC., a Pennsylvania corporation and one of the corporations described in and which executed the foregoing Agreement and Joint Plan of Merger, known to me personally to be such, and he, the said C. L. HOLBERT, as such President, duly executed said Agreement and Joint Plan of Merger before me and acknowledged said Agreement and Joint Plan of Merger to be the act, deed and agreement of said H. K. Porter Company, Inc., that the signatures of the said President and the Secretary of said corporation to said foregoing Agreement and Joint Plan of Merger are in the handwriting of said President and Secretary of said H. K. Porter Company, Inc., and that the seal affixed to said Agreement and Joint Plan of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

MATTHEW R. ARMSTRONG
Notary Public

[NOTARIAL SEAL]

MATTHEW R. ARMSTRONG, NOTARY PUBLIC
Pittsburgh, Allegheny County, Pa.
My Commission Expires May 14, 1959

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.:

BE IT REMEMBERED that on this 9th day of December, A. D. 1958, personally came before me, MATTHEW R. ARMSTRONG, a Notary Public in and for the County and Commonwealth aforesaid, C. L. HOLBERT, President of H. K. PORTER COMPANY (DELAWARE), a Delaware corporation and one of the corporations described in and which executed the foregoing Agreement and Joint Plan of Merger, known to me personally to be such, and he, the said C. L. HOLBERT as such President, duly executed said Agreement and Joint Plan of Merger before me and acknowledged said Agreement and Joint Plan of Merger to be the act, deed and agreement of said H. K. Porter Company (Delaware), that the signatures of said President and the Secretary of said corporation to said foregoing Agreement and Joint Plan of Merger are in the handwriting of the said President and Secretary of said H. K. Porter Company (Delaware), and that the seal affixed to said Agreement and Joint Plan of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

MATTHEW R. ARMSTRONG
Notary Public

[NOTARIAL SEAL]

MATTHEW R. ARMSTRONG, NOTARY PUBLIC
Pittsburgh, Allegheny County, Pa.
My Commission Expires May 14, 1959