

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

JUNE 15, 2011

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

**APOLLO INDUSTRIES INC**

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct  
copy of

**ARTICLES MERGER/CONSOLIDATION-ALL TYPES** filed on May 31, 1958

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, reading "Carol Aichele".

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Secretary of the Commonwealth

3-1-58,14 340

ARTICLES OF MERGER

APOLLO STEEL COMPANY (a Pennsylvania corporation),

AMERICAN NUT AND BOLT FASTENER COMPANY  
( a Pennsylvania corporation)

and

SAN TOY MINING COMPANY (a Maine corporation and the  
Surviving Corporation).

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3-1-58.14

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ARTICLES OF MERGER

APOLLO STEEL COMPANY (a Pennsylvania corporation),

AMERICAN NUT AND BOLT FASTENER COMPANY  
(a Pennsylvania corporation)

and

SAN TOY MINING COMPANY (a Maine corporation and the  
Surviving Corporation).

TO THE DEPARTMENT OF STATE;  
COMMONWEALTH OF PENNSYLVANIA.

In compliance with the requirements of Article IX of the Act of General Assembly of the Commonwealth of Pennsylvania known as the "Business Corporation Law", approved May 5, 1933, as amended, providing for the merger and consolidation of corporations, APOLLO STEEL COMPANY, a Pennsylvania corporation, AMERICAN NUT AND BOLT FASTENER COMPANY, a Pennsylvania corporation, and SAN TOY MINING COMPANY, a Maine corporation, each hereby certifies under its corporate seal:

1. The name of the surviving corporation is: SAN TOY MINING COMPANY, whose name upon the effective date of the merger will be changed to APOLLO INDUSTRIES, INC.; the domiciliary state of the surviving corporation is the State of Maine; and the location of the office of the surviving corporation registered with the State of Maine is the City of Augusta, County of Kennebec, State of Maine.

2. The time and place of the meetings of the directors and shareholders of each of the domestic corporations at which the Joint Plan of Merger was adopted, the kind and period of notice given to the shareholders and the total vote by which the Joint Plan of Merger was adopted are as follows:

(a) A meeting of the Board of Directors of APOLLO STEEL COMPANY was held on the 28th day of February, 1958 at which a resolution was adopted approving the Joint Plan of Merger providing for the merger of San Toy Mining Company, Apollo Steel Company and American Nut and Bolt Fastener Company and directing that the Joint Plan of Merger be submitted to a vote of the shareholders entitled to vote thereon at a special meeting of the shareholders to be held on the 2nd day of May, 1958.

(b) A special meeting of the shareholders of APOLLO STEEL COMPANY to take action on the proposed Joint Plan of Merger was held on the 2nd day of May, 1958 at 2:00 o'clock P. M., Eastern Daylight Saving Time, in the Carlton

Room of the Carlton House Hotel, 550 Grant Street, Pittsburgh 19, Pennsylvania, pursuant to written notice stating the place, day, hour and purposes of said meeting and having included in said notice a copy of subsection A of Section 908 and of subsections B, C and D of Section 515 of the Business Corporation Law of Pennsylvania, as amended. Said notice was mailed on the 10th day of April, 1958, more than ten (10) days prior to the date of said special meeting, to each shareholder of record at the close of business on March 14, 1958. The Joint Plan of Merger was adopted by the affirmative vote of the holders of a majority of the outstanding shares of said Company entitled to vote thereon. At said record date for the determination of shareholders entitled to notice of, and to vote at, said special meeting, there were issued and outstanding 299,863 shares of the Common Stock of the Company, of the par value of \$1 per share, the only stock entitled to vote thereon. At said special meeting of shareholders held on the 2nd day of May, 1958, 252,881 shares of said Common Stock were voted in favor of the adoption of the Joint Plan of Merger, and 25 shares of said Common Stock were voted against the adoption of the Joint Plan of Merger.

(c) A meeting of the Board of Directors of AMERICAN NUT AND BOLT FASTENER COMPANY was held on the 28th day of February, 1958 at which a resolution was adopted approving the Joint Plan of Merger providing for the merger of San Toy Mining Company, Apollo Steel Company and American Nut and Bolt Fastener Company and directing that the Joint Plan of Merger be submitted to a vote of the shareholders entitled to vote thereon at a special meeting of the shareholders to be held on the 2nd day of May, 1958.

(d) A special meeting of the shareholders of AMERICAN NUT AND BOLT FASTENER COMPANY to take action on the proposed Joint Plan of Merger was held on the 2nd day of May, 1958 at 10:00 o'clock A. M., Eastern Daylight Saving Time, in the Carlton Room of the Carlton House Hotel, 550 Grant Street, Pittsburgh 19, Pennsylvania, pursuant to written notice stating the place, day, hour and purposes of said meeting and having included in said notice a copy of subsection A of Section 908 and of subsections B, C and D of Section 515 of the Business Corporation Law of Pennsylvania, as amended. Said notice was mailed on the 10th day of April, 1958, more than ten (10) days prior to the date of said special meeting, to each shareholder of record at the close of business on March 14, 1958. The Joint Plan of Merger was adopted by the affirmative vote of the holders of a majority of the outstanding shares of said Company entitled to vote thereon. At said record date for the determination of shareholders entitled to notice of, and to vote at, said special meeting, there were issued and outstanding 1,775 shares of the capital stock of the Company, of the par value of \$100 per share, entitled to vote thereon. At said special meeting of shareholders held on the 2nd day of May, 1958 1,492 shares of said capital stock were voted in favor of the adoption of the Joint Plan of Merger and no shares of said capital stock were voted against the adoption of the Joint Plan of Merger.

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2.1 The Joint Plan of Merger was authorized, adopted and approved by SAN TOY MINING COMPANY, a corporation organized and existing under the laws of the State of Maine, as aforesaid, in accordance with the General Law and Chapter 53 of the Revised Statutes of the State of Maine, 1954 as amended relating to business corporations.

3. The following changes are desired to be made in the articles of San Toy Mining Company, the surviving corporation:

(a) The name of the surviving corporation will be changed from San Toy Mining Company to APOLLO INDUSTRIES, INC.

(b) The purposes of the surviving corporation will be changed to read as follows: To operate mines; to manufacture, produce, fabricate, buy, sell, warehouse, and otherwise deal in and with steel and other metals and metal products, including nuts, bolts and other metal fasteners, and plastics and plastic products; to carry on the business of mining, milling, concentrating, converting, smelting, treating, preparing for market, manufacturing, buying, selling, exchanging and otherwise producing and dealing in zinc, lead, gold, silver, copper, brass, iron, steel, coal, and all kinds of ores, metals, and minerals, oils, petroleum, natural gas and related hydrocarbons, acids and chemicals, and in the products and by-products thereof of every kind and description, and by whatsoever process, the same can be or may hereafter be produced; and generally and without limit as to amount, to buy, sell or exchange, lease, acquire and deal in mines and minerals, rights and claims, and in the above specified products and to conduct business pertaining to the foregoing; to undertake, do, engage in, transact and carry on any and all kinds of manufacturing, mechanical, mercantile, trading, contracting, commercial building, agricultural, logging, lumbering, mining, quarrying and real estate business, and any and all other kinds of business incidental, ancillary, related, pertaining, necessary or proper to or connected with any one or all of the purposes and kinds of business in this paragraph mentioned, not prohibited by law; to acquire, sell, mortgage, lease, improve and develop real estate of all types and description; and for the above purposes to conduct and carry on any and all kinds of lawful business; said corporation to have all the rights, powers and privileges of corporations organized under the General Law and Chapter 53 of the Revised Statutes of the State of Maine, 1954, and acts additional thereto and amendatory thereof. The enumeration herein of specific purposes being in furtherance of and not in limitation of powers granted by the laws of the State of Maine.

(c) The capital stock of the surviving corporation shall be changed from Five Hundred Seventy-Three Thousand, Two Hundred Eighty-Seven Dollars and Fifty Cents (\$573,287.50) divided into Five Million, Seven Hundred Thirty-Two Thousand, Eight Hundred Seventy-Five (5,732,875) shares of capital stock having a par value of Ten Cents (10¢) per share, to Five Million, Five Hundred Thousand Dollars (\$5,500,000) divided into One Million (1,000,000) shares of Common Stock having a par value of Five Dollars (\$5) per share and Five Thousand (5000) shares of Preferred Stock having a par value of One Hundred Dollars (\$100) per share.

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The preferences, voting powers, designations, restrictions, qualifications, limitations and the special or relative rights of the shares of each class are as follows: There shall be no pre-emptive rights. Subject solely to the right, hereinafter set forth, to designate one member of the Board of Directors of the Corporation, the preferred stockholders shall have no voting powers; the voting powers of the stockholders of this Corporation shall be vested exclusively in the holders of the common stock; provided, however, that if any dividend due on Preferred Stock remains unpaid for three consecutive years and as often as such event may occur, the preferred stockholders shall have the option of electing at a special meeting of the said preferred stockholders at which a majority of the shares of preferred stock is represented in person or by proxy, a majority of the Board of Directors of the Corporation and of installing officers to replace any and all the officers of the Corporation, including the filling of any vacancies; provided, Further, However, That, in the event that the preferred stockholders exercise the option set forth in the proviso above, such additional designations, appointments, and elections shall cease to have effect immediately upon the payment in full of all Preferred dividends in arrears, and the preferred stockholders shall again be limited to the right, noted both above and below, to designate one member of the Board of Directors of the Corporation. The holders of Preferred stock shall be entitled to receive out of earned surplus a fixed cumulative dividend at the rate of six per cent per annum, payable semi-annually on the first day of June and the first day of December; and no dividends shall be set aside or paid on the common stock until the dividends on the preferred stock have been paid in full. In case of dissolution or liquidation of the Corporation, the holders of the Preferred stock shall be entitled to be paid in full as to par, plus an amount equal to any accrued and accumulated unpaid dividends thereon, but no more, before any amount shall be paid to the holders of the common stock. The preferred stock, or any portion thereof, shall, at any time, and upon thirty (30) days' notice, at the discretion of the Corporation, be subject to redemption at \$110.00 per share, plus an amount equal to any accrued unpaid dividends thereon; and preferred stock so redeemed shall not be subject to reissue, but shall be cancelled and retired, and the capital stock of the Corporation shall thereupon be reduced accordingly. No dividend may be paid on the common stock of the Corporation, unless and until all dividends due on the preferred stock have been paid in full; and in any event, no dividend shall be paid on the common stock unless such dividend has been earned, as determined by normal accounting practices. No bonus shall be paid to any officer or director of the Corporation as long as any dividend due on the preferred stock is in default. The consent of the holders of at least seventy-five percent of the outstanding preferred stock of the Corporation shall be first obtained before any real property of the Corporation which is located in Apollo, Pennsylvania, may be mortgaged or otherwise encumbered. One member of the Board of Directors of the Corporation shall be the nominee of the preferred stockholders, as long as preferred stock is outstanding; and the manner of selection and the qualification of the nominee shall be as set forth in the by-laws of the Corporation; provided

that if all of the outstanding Preferred stock shall have been called for redemption and funds sufficient to effect such redemption shall have been appropriated, the Preferred stock shall no longer be deemed outstanding for the purpose of determining the right of Preferred stockholders to elect a director.

(d) The name of the Clerk is Joseph B. Campbell, and his residence is Augusta, Maine.

(e) The first officers of the surviving corporation shall consist of the individuals whose names and addresses are as follows:

President

Morton Chatkin  
First National Bank Building  
Pittsburgh, Pennsylvania

Executive

Vice-President

Ivan J. Novick  
Frick Building  
Pittsburgh, Pennsylvania

Secretary and  
Treasurer

David Lowenthal  
First National Bank Building  
Pittsburgh, Pennsylvania

4. The number of the persons to be the first directors of APOLLO INDUSTRIES, INC., the surviving corporation, is seventeen (17). Their names and addresses are as follows:

Morton Chatkin  
First National Bank Building  
Pittsburgh, Pennsylvania

Alvin Rogal  
Grant Building  
Pittsburgh, Pennsylvania

David Lowenthal  
First National Bank Building  
Pittsburgh, Pennsylvania

Louis J. Reizenstein  
1301 Inverness Avenue  
Pittsburgh, Pennsylvania

D. T. Horvitz  
1915 Murray Avenue  
Pittsburgh, Pennsylvania

Zalman M. Shapiro  
5452 Bartlett Street  
Pittsburgh, Pennsylvania

M. E. Solomon  
Clark Building  
Pittsburgh, Pennsylvania

Ivan J. Novick  
Frick Building  
Pittsburgh, Pennsylvania

Bernard Kaplan  
609 Grant Building  
Pittsburgh, Pennsylvania

Herbert B. Sachs  
Frick Building  
Pittsburgh, Pennsylvania

David S. Livingston  
3720 Walnut Street  
McKeesport, Pennsylvania

Frank J. Pohl  
Park Building  
Pittsburgh, Pennsylvania

Isadore Glosser  
1334 Luzerne Extension  
Johnstown, Pennsylvania

Elwood M. Jepsen  
Union Trust Building  
Pittsburgh, Pennsylvania

Elliott W. Finkel  
Frick Building  
Pittsburgh, Pennsylvania

John M. Joyce  
801 Bingham Street  
Pittsburgh, Pennsylvania

J. Farrell Bash  
706 Woodward Avenue  
Apollo, Pennsylvania

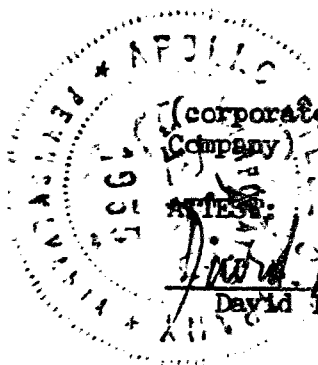
5. The Plan of Merger designated as "Joint Plan of Merger" is attached hereto and made part hereof and marked Appendix 1.

6. The surviving corporation, which shall be incorporated and exist under the laws of the State of Maine, hereby designates the Secretary of the Commonwealth of Pennsylvania and his successors in office, as its true and lawful attorney upon whom may be served all lawful process in any action or proceeding against it for enforcement against it of any obligation of Apollo Steel Company or American Nut and Bolt Fastener Company, the constituent domestic corporations, or any obligation arising from the merger proceedings or any action or proceeding to determine and enforce the rights of any shareholder under the provisions of section nine hundred eight of the "Business Corporation Law" of 1933, as amended, and agrees that the service of process upon the Secretary of the Commonwealth shall be of the same legal force and validity as if served on it and that the authority for such service of process shall continue in force as long as any of the aforesaid obligations and rights remain outstanding in the Commonwealth of Pennsylvania.



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IN WITNESS WHEREOF, APOLLO STEEL COMPANY, AMERICAN NUT AND BOLT FASTENER COMPANY and SAN TOY MINING COMPANY have caused these Articles of Merger to be executed by their respective duly authorized officers, and their respective corporate seals, attested by their respective Secretaries, to be hereto affixed this 14th day of May, 1958.



(corporate seal of Apollo Steel Company)

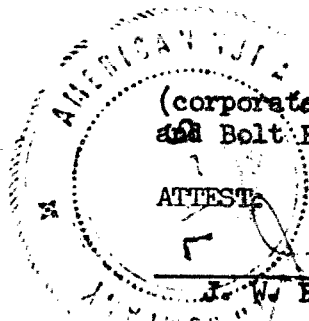
ATTEST:

David Lowenthal  
David Lowenthal, Secretary

APOLLO STEEL COMPANY

By Morton Chatkin  
Morton Chatkin, President

and D. T. Horvitz  
D. T. Horvitz, Vice Pres.



(corporate seal of American Nut and Bolt Fastener Company)

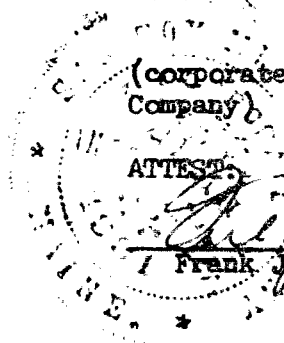
ATTEST:

J. W. Brown  
J. W. Brown, Secretary

AMERICAN NUT AND BOLT FASTENER COMPANY

By Morton Chatkin  
Morton Chatkin, President

and Ray Garner  
Ray Garner, Vice-Pres.



(corporate seal of San Toy Mining Company)

ATTEST:

Frank J. Pohl  
Frank J. Pohl, Secretary

SAN TOY MINING COMPANY

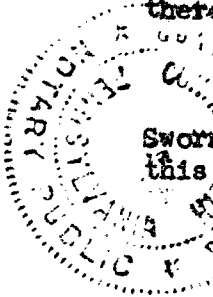
By Ivan J. Novick  
Ivan J. Novick, President

and John M. Joyce  
John M. Joyce, Treasurer

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

SS: 3-1-58.14 348

On this 14th day of May, 1958, before me, a Notary Public in and for the State and County aforesaid, personally appeared MORTON CHATKIN, the President of Apollo Steel Company, and DAVID LOWENTHAL, the Secretary of Apollo Steel Company, who, being duly sworn, or affirmed, did depose and say that they are respectively President and Secretary of said corporation; that the foregoing Articles of Merger were duly signed and sealed by them as the act and deed of the corporation; and that the statements therein are true to the best of the knowledge and belief of each deponent.



Sworn to and subscribed before me this 14th day of May, 1958.

Constance Tsalas  
Notary Public

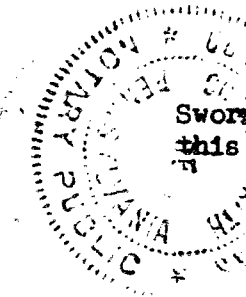
Morton Chatkin  
President  
David Lowenthal  
Secretary

CONSTANCE TSALAS, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 8, 1961

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

SS:

On this 14th day of May, 1958, before me, a Notary Public in and for the State and County aforesaid, personally appeared MORTON CHATKIN, the President of American Nut and Bolt Fastener Company, and J. W. BROWN, the Secretary of American Nut and Bolt Fastener Company, who, being duly sworn, or affirmed, did depose and say that they are respectively President and Secretary of said corporation; that the foregoing Articles of Merger were duly signed and sealed by them as the act and deed of the corporation; and that the statements therein are true to the best of the knowledge and belief of each deponent.



Sworn to and subscribed before me this 14th day of May, 1958.

Constance Tsalas  
Notary Public

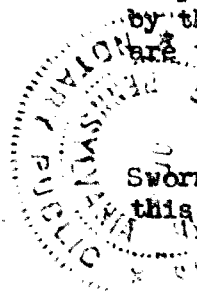
Morton Chatkin  
President  
J. W. Brown  
Secretary

CONSTANCE TSALAS, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 8, 1961

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

SS:

On this 14th day of May, 1958, before me, a Notary Public in and for the State and County aforesaid, personally appeared IVAN J. NOVICK, the President of San Toy Mining Company, and FRANK J. POHL, the Secretary of San Toy Mining Company, who, being duly sworn, or affirmed, did depose and say that they are respectively President and Secretary of said corporation; that the foregoing Articles of Merger were duly signed and sealed by them as the act and deed of the corporation; and that the statements therein are true to the best of the knowledge and belief of each deponent.



Sworn to and subscribed before me this 14th day of May, 1958.

Constance Tsalas  
Notary Public

Ivan J. Novick  
President  
Frank J. Pohl  
Secretary

CONSTANCE TSALAS, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 8, 1961

**JOINT PLAN OF MERGER**

**JOINT PLAN OF MERGER**, dated February 28, 1958, between **SAN TOY MINING COMPANY**, a Maine corporation (hereinafter sometimes called "San Toy" or the "Surviving Corporation"), **APOLLO STEEL COMPANY**, a Pennsylvania corporation, (hereinafter sometimes called "Apollo"), and **AMERICAN NUT AND BOLT FASTENER COMPANY**, a Pennsylvania corporation, (hereinafter sometimes called "American"); all three of which corporations are sometimes hereinafter collectively referred to as the "Constituent Corporations".

**WHEREAS**, San Toy has an authorized Capital Stock of Five Million Seven Hundred Thirty-Two Thousand Eight Hundred Seventy-Five (5,732,875) shares of the par value of Ten Cents (10¢) per share; all of which shares of Capital Stock are issued and outstanding;

**WHEREAS**, Apollo has an authorized Capital Stock consisting of Three Hundred Thousand (300,000) shares of Common Stock of the par value of One Dollar (\$1) per share, and Three Thousand Five Hundred (3500) shares of Preferred Stock having a par value of One Hundred Dollars (\$100) per share; of which there are issued and outstanding Two Hundred Ninety-Nine Thousand, Eight Hundred Sixty-Three (299,863) shares of Common Stock and Three Thousand, Four Hundred Ninety-Two (3492) shares of Preferred Stock;

**WHEREAS**, American has an authorized Capital Stock of Two Thousand (2000) shares of One Hundred Dollars (\$100) par value per share, of which One Thousand, Seven Hundred Seventy-Five (1775) shares are issued and outstanding and Two Hundred Twenty-Five (225) shares are held by the Company as Treasury Stock; and

**WHEREAS**, the Boards of Directors of the Constituent Corporations, respectively, deem it to be to the general welfare and advantage of each of the Constituent Corporations and their respective stockholders that said Constituent Corporations merge, and have duly approved this Joint Plan of Merger, and the Constituent Corporations respectively desire to merge under and pursuant to the provisions of the laws of the State of Maine and of the Commonwealth of Pennsylvania, and the laws of such State and Commonwealth permit such merger.

Now, **THEREFORE**, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that, pursuant to the provisions of Chapter 53 of the Revised Statutes of 1954, as amended, of the laws of the State of Maine relating to business corporations and pursuant to the provisions of Article IX of the Business Corporation Law of the Commonwealth of Pennsylvania, Apollo and American shall be merged with and into San Toy, one of said Constituent Corporations and which shall be the surviving corporation, a Maine corporation, being hereinafter sometimes called the "Surviving Corporation" or "the Corporation", and its corporate name changed to **APOLLO INDUSTRIES, INC.**, as more fully hereinafter set forth; and that the terms and conditions of such merger and the mode of carrying the same into effect are and the same shall be as follows:

**SECTION 1.** The name of the Surviving Corporation, **SAN TOY**, shall be changed to, and said corporation shall be designated as **APOLLO INDUSTRIES, INC.**, having its principal office in the City of Augusta, County of Kennebec and State of Maine.

SECTION 2. (a) The capital stock of the Surviving Corporation shall be changed from Five Hundred Seventy-Three Thousand, Two Hundred Eighty-Seven Dollars and Fifty Cents (\$573,287.50) divided into Five Million, Seven Hundred Thirty-Two Thousand, Eight Hundred Seventy-Five (5,732,875) shares of capital stock having a par value of Ten Cents (10¢) per share, to Five Million, Five Hundred Thousand Dollars (\$5,500,000) divided into One Million (1,000,000) shares of Common Stock having a par value of Five Dollars (\$5) per share and Five Thousand (5000) shares of Preferred Stock having a par value of One Hundred Dollars (\$100) per share.

(b) The preferences, voting powers, designations, restrictions, qualifications, limitations and the special or relative rights of the shares of each class are as follows: There shall be no pre-emptive rights. Subject solely to the right, hereinafter set forth, to designate one member of the Board of Directors of the Corporation, the Preferred Stockholders shall have no voting powers; the voting powers of the stockholders of this Corporation shall be vested exclusively in the holders of the Common Stock; provided, however, that if any dividend due on Preferred Stock remains unpaid for three consecutive years and as often as such event may occur, the Preferred Stockholders shall have the option of electing at a special meeting of the said Preferred Stockholders at which a majority of the shares of Preferred Stock is represented in person or by proxy, a majority of the Board of Directors of the Corporation and of installing officers to replace any and all the officers of the Corporation, including the filling of any vacancies; provided, Further, However, That, in the event that the Preferred Stockholders exercise the option set forth in the proviso above, such additional designations, appointments, and elections shall cease to have effect immediately upon the payment in full of all Preferred dividends in arrears, and the Preferred Stockholders shall again be limited to the right, noted both above and below, to designate one member of the Board of Directors of the Corporation. The holders of Preferred Stock shall be entitled to receive out of earned surplus a fixed cumulative dividend at the rate of six percent per annum, payable semi-annually on the first day of June and the first day of December; and no dividends shall be set aside or paid on the Common Stock until the dividends on the Preferred Stock have been paid in full. In case of dissolution or liquidation of the Corporation, the holders of the Preferred Stock shall be entitled to be paid in full as to par, plus an amount equal to any accrued and accumulated unpaid dividends thereon, but no more, before any amount shall be paid to the holders of the Common Stock. The Preferred Stock, or any portion thereof, shall, at any time, and upon thirty (30) days' notice, at the discretion of the Corporation, be subject to redemption at \$110.00 per share, plus an amount equal to any accrued unpaid dividends thereon; and Preferred Stock so redeemed shall not be subject to reissue, but shall be cancelled and retired, and the capital stock of the Corporation shall thereupon be reduced accordingly. No dividend may be paid on the Common Stock of the Corporation, unless and until all dividends due on the Preferred Stock have been paid in full; and, in any event, no dividend shall be paid on the Common Stock unless such dividend has been earned, as determined by normal accounting practices. No bonus shall be paid to any officer or director of the Corporation as long as any dividend due on the Preferred Stock is in default. The consent of the holders of at least 75 percent of the outstanding Preferred Stock of the Corporation shall be first obtained before any real property of the Corporation which is located in Apollo, Pennsylvania, may be mortgaged or otherwise encumbered. One member of the Board of Directors of the Corporation shall be the nominee of the Preferred Stockholders, as long as Preferred Stock is outstanding; and the manner of selection and the qualification of the nominee shall be as set forth in the by-laws of the Corporation; provided that if all of the outstanding Preferred Stock shall have been called for redemption and funds sufficient to effect such redemption shall have been appropriated, the Preferred Stock shall no longer be deemed outstanding for the purpose of determining the right of Preferred Stockholders to elect a director.

SECTION 3. The purposes of the Surviving Corporation shall be the following: to operate mines; to manufacture, produce, fabricate, buy, sell, warehouse, and otherwise deal in and with steel and other metals and metal products, including nuts, bolts and other metal fasteners, and plastics and plastic

products; to carry on the business of mining, milling, concentrating, converting, smelting, treating, preparing for market, manufacturing, buying, selling, exchanging and otherwise producing and dealing in zinc, lead, gold, silver, copper, brass, iron, steel, coal, and all kinds of ores, metals, and minerals, oils, petroleum, natural gas and related hydrocarbons, acids and chemicals, and in the products and by-products thereof of every kind and description, and by whatsoever process the same can be or may hereafter be produced; and generally and without limit as to amount, to buy, sell or exchange, lease, acquire and deal in mines and minerals, rights and claims, and in the above specified products and to conduct business pertaining to the foregoing; to undertake, do, engage in, transact and carry on any and all kinds of manufacturing, mechanical, mercantile, trading, contracting, commercial building, agricultural, logging, lumbering, mining, quarrying and real estate business, and any and all other kinds of business incidental, ancillary, related, pertaining, necessary or proper to or connected with any one or all of the purposes and kinds of business in this Section mentioned, not prohibited by law; to acquire, sell, mortgage, lease, improve and develop real estate of all types and description; and for the above purposes to conduct and carry on any and all kinds of lawful business; said corporation to have all the rights, powers and privileges of corporations organized under the general law and Chapter 53 of the Revised Statutes of the State of Maine, 1954, and acts additional thereto and amendatory thereof. The enumeration herein of specific purposes being in furtherance of and not in limitation of powers granted by the laws of the State of Maine.

SECTION 4. The number of the first directors of the Surviving Corporation shall be seventeen (17) and their names are as follows:

Morton Chatkin	Alvin Rogal
David Lowenthal	Louis J. Reizenstein
D. T. Horvitz	Zalman M. Shapiro
M. E. Solomon	Ivan J. Novick
Bernard Kaplan	Herbert B. Sachs
David S. Livingston	Frank J. Pohl
Isadore Glosser	Elwood M. Jepsen
Elliott W. Finkel	John M. Joyce
*J. Farrell Bash	

\* Nominee of Preferred Stockholders

The above named directors shall hold office until the Annual Meeting of Stockholders in April of 1959 and until their successors are elected and qualify.

The initial officers of the Surviving Corporation shall be:

President	— Morton Chatkin
Executive Vice President	— Ivan J. Novick
Secretary and Treasurer	— David Lowenthal
Clerk	— Joseph B. Campbell

SECTION 5. The Constituent Corporations agree that each of them will duly submit this Joint Plan of Merger to its stockholders entitled to vote thereon for their consideration and vote upon a proposal to authorize, adopt and approve this Joint Plan of Merger at a meeting to be held not later than May 5, 1958 and that it will recommend to its stockholders the authorization, adoption and approval of this Joint Plan of Merger.

SECTION 6. Each of the Constituent Corporations represents, warrants and covenants to and with each of the other Constituent Corporations that:

(a) It shall not declare or pay any dividends or make any other distribution on any shares of its capital stock of any class prior to the effective date of the merger, or redeem, retire, purchase or otherwise acquire, directly or indirectly, any shares of its capital stock of any class now outstanding, except that Apollo may declare and pay the regular dividend on its 6% Cumulative Preferred Stock in the same amount and in the same manner as heretofore, and American may declare and pay a dividend on its Capital Stock in an amount not to exceed Four Dollars (\$4) per share.

(b) It is a corporation duly organized and validly existing and in good standing under the laws of the State of its incorporation and is duly qualified to do business in those other states in which its ownership of property or other business activities requires such qualification.

(c) It has no litigation pending as of the date hereof which would materially affect the merger contemplated hereby, nor defeat the purposes of this proposed merger as hereinabove stated.

(d) It has taken all requisite corporate action for the consummation of the merger contemplated hereby.

(e) It will conduct its business in the usual course thereof, including the carrying forward of existing programs for capital expenditures.

SECTION 7. The obligation of San Toy to file in the office of the Secretary of State of the State of Maine this Joint Plan of Merger duly certified by the Register of Deeds Office of the County of Kennebec in the State of Maine shall be subject to the condition that on the date of such filing (hereinafter called the "Closing Date"), Apollo and American shall have delivered to San Toy:

(a) The opinion of Bernard Kaplan and Elliott W. Finkel, Esquires, counsel for Apollo and American, dated the Closing Date, to the effect that:

(i) Apollo and American, each, is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and all outstanding shares of its capital stocks have been duly and validly authorized and are validly issued and outstanding;

(ii) Apollo and American, each, has good and marketable title to its manufacturing sites and plants in Apollo, Pennsylvania and Pittsburgh, Pennsylvania, respectively, free of liens and encumbrances, except for the lien for current taxes and easements, rights of way, restrictions, minor defects in title and other similar encumbrances not in the aggregate interfering with the ordinary conduct of the business of Apollo and American, it being agreed that such opinion as to title may speak as of a date not more than (10) days prior to the Closing Date, and that such counsel may rely on opinions of other counsel and on policies and certificates issued by title insurance companies; and

(iii) All requisite corporate action for the consummation of the merger contemplated hereby has been taken by Apollo and American respectively, and, upon the filing of this Joint Plan of Merger in the office of the Secretary of State of the State of Maine and upon execution, delivery and filing of the Articles of Merger by San Toy, Apollo and American with and upon the approval thereof by, the Department of State of the Commonwealth of Pennsylvania, the merger will become effective;

(b) A statement by Bernard Kaplan and Elliott W. Finkel, Esquires, dated as of the Closing Date, with respect to litigation affecting Apollo and American which to the knowledge of such counsel is then pending or threatened.

SECTION 8. The obligation of Apollo and American, respectively, to execute, deliver and file Articles of Merger with the Department of State of the Commonwealth of Pennsylvania shall be subject to the condition that on the date of such filing (hereinafter called the "Closing Date") San Toy shall have delivered to Apollo and American:

(a) The opinion of Herbert B. Sachs and Frank J. Pohl, Esquires, counsel for San Toy, dated the Closing Date, to the effect that:

(i) San Toy is duly organized, validly existing and in good standing under the laws of the State of Maine and all outstanding shares of its capital stock have been duly and validly authorized and are validly issued and outstanding;

(ii) All requisite corporate action for the consummation of the merger contemplated hereby has been taken by San Toy and upon the filing of this Joint Plan of Merger in the office of the Secretary of State of the State of Maine, and upon the execution, delivery and filing of Articles of Merger by San Toy, Apollo and American with, and upon the approval thereof by, the Department of State of the Commonwealth of Pennsylvania, the merger will become effective; and

(iii) The shares of stock of the Surviving Corporation to be issued to the holders of the shares of stock of the Constituent Corporations pursuant to this Joint Plan of Merger will be legally and validly authorized and, when so issued, will be validly issued, fully paid and non-assessable shares of the stock of the Surviving Corporation with no personal liability attaching to the ownership thereof, except such liability as may be imposed by the laws of the State of Maine with respect to shares of capital stock of corporations of that State, and said shares may be lawfully issued without a registration statement being in effect with respect thereto under the Securities Act of 1933, as amended.

(b) A statement by Herbert B. Sachs and Frank J. Pohl, Esquires, dated the Closing Date, with respect to litigation affecting San Toy which to the knowledge of such counsel is then pending or threatened.

SECTION 9. On the effective date of the merger, as hereinafter defined, the By-Laws of San Toy then in effect shall be the By-Laws of Apollo Industries, Inc., the Surviving Corporation, except that Article I (Sections 1 and 2); Article II, Article III (Sections 2 and 3); Article IV (Section 1); Article V; Article VII, Article VIII (Section 1); Article X; and Article XXI thereof shall be changed to read as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 10. This Joint Plan of Merger may be terminated and abandoned, either before or after the meetings of the respective stockholders of San Toy, Apollo and American herein provided for but prior to the filing of this Joint Plan of Merger with the Secretary of State of the State of Maine and prior to the approval of Articles of Merger by the Department of State of Pennsylvania,

(a) By mutual consent of the Boards of Directors of San Toy, Apollo and American;

(b) By the Board of Directors of any of the Constituent Corporations if upon the Closing Date the conditions to be met and the covenants to be performed by the other Constituent Corporations or either of them shall not have been met or performed;

(c) By the Board of Directors of any of the Constituent Corporations if, in the opinion of such Board on or prior to the Closing Date, any of the other corporations has suffered a material adverse

change in its financial condition or business except as a result of operations in the ordinary course of its business or as a result of the payment of dividends as hereinabove permitted; or if, on the Closing Date, there shall be pending, or to the knowledge of counsel of any of the other Constituent Corporations threatened, any litigation which in the opinion of counsel for such other corporation would probably result in: (i) the invalidation of the merger contemplated hereby or of the corporate existence of the Surviving Corporation; or (ii) a material adverse effect on both the financial condition and earning power of the Surviving Corporation;

(d) By the Board of Directors of any of the Constituent Corporations if the merger shall not have been effected by August 1, 1958, or such later date as may be agreed to by the parties.

For any termination or abandonment to be effective as above provided the terminating or abandoning party, or parties, shall give written notice thereof to the other party, or parties. Any such notice shall be sufficiently delivered and shall be effective when deposited in the United States mails, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed, as the case may be, to San Toy Mining Company, 831 Frick Building, Pittsburgh, Pennsylvania; to Apollo Steel Company, First National Bank Building, Pittsburgh, Pennsylvania; to American Nut and Bolt Fastener Company, 2029 Doerr Street, Pittsburgh, Pennsylvania.

**SECTION 11.** For all purposes of the laws of the State of Maine and of the Commonwealth of Pennsylvania, this Joint Plan of Merger and the merger herein provided for shall become effective and shall be deemed to be the agreement and act of merger of said Constituent Corporations as soon as (a) this Joint Plan of Merger shall have been approved by the Attorney General of the State of Maine, shall have been recorded in the Registry of Deeds Office of the County of Kennebec, State of Maine, and within the time prescribed by law, a copy thereof certified by such Register shall have been filed in the Office of the Secretary of State of the State of Maine; and (b) Articles of Merger between the Constituent Corporations shall have been authorized, signed, verified, delivered to and approved by the Department of State of Pennsylvania pursuant to the Business Corporation Law of Pennsylvania. As used herein, the term "effective date of merger" shall mean the date and time when the merger provided for in this Joint Plan of Merger becomes effective as aforesaid, and the parties agree to use their best efforts to have the merger herein provided for become effective as of the close of business on June 15, 1958.

**SECTION 12.** All costs and expenses incident to the merger shall be paid by the Surviving Corporation. If, however, the merger shall not become effective for any reason, each party agrees to pay all its own expenses incurred in connection with the merger, the negotiations leading to the same and preparations made for carrying the same into effect.

**SECTION 13.** The manner and basis of converting the present shares of the Constituent Corporations into the shares of the Surviving Corporation shall be as follows:

(a) The Five Million, Seven Hundred Thirty-Two Thousand, Eight Hundred Seventy-Five (5,732,875) shares of the outstanding capital stock of SAN TOY, having a par value of Ten Cents (10¢) per share, shall forthwith, upon the effective date of the merger, be converted into 92,959 shares of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation, having a par value of Five Dollars (\$5) per share, and each holder of shares of SAN TOY shall thereafter be entitled, upon the presentation and surrender by such holder to Mellon National Bank and Trust Company, Exchange Agent, Mellon Square, Pittsburgh, Pennsylvania, for cancellation of the certificates representing said shares, to receive in exchange therefor one (1) share of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation having a par value of Five Dollars (\$5) per share for each 61.671 shares of the currently outstanding stock of SAN TOY having a par value of Ten Cents (10¢) per share.



(b) The Two Hundred Ninety-Nine Thousand, Eight Hundred Sixty-Three (299,863) shares of outstanding common stock of Apollo shall forthwith, upon the effective date of the merger, be converted into 200,658 shares of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation, having a par value of Five Dollars (\$5) per share, and each holder of shares of common stock of Apollo shall thereafter be entitled, upon presentation and surrender by such holder to Mellon National Bank and Trust Company, Exchange Agent, Mellon Square, Pittsburgh, Pennsylvania, for cancellation of the certificate or certificates representing said shares, to receive in exchange therefor one (1) share of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation, having a par value of Five Dollars (\$5) per share for each 1.4944 shares of common stock of Apollo.

(c) The Seventeen Hundred Seventy-Five (1775) shares of the outstanding capital stock of American shall forthwith, upon the effective date of the merger, be converted into 119,525 shares of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation, having a par value of Five Dollars (\$5) per share, and each holder of shares of American shall thereafter be entitled, upon presentation and surrender by such holder to Mellon National Bank and Trust Company, Exchange Agent, Mellon Square, Pittsburgh, Pennsylvania, for cancellation of the certificate or certificates representing such shares, to receive in exchange therefor 67,338 shares of the newly authorized common stock of Apollo Industries, Inc., the Surviving Corporation, having a par value of Five Dollars (\$5) per share for each one (1) share of American. The 225 shares of capital stock of American held in the Treasury shall cease to exist and be cancelled and no shares of common stock of Apollo Industries, Inc., the Surviving Corporation, shall be issued in respect thereof.

(d) The Three Thousand, Four Hundred Ninety-Two (3,492) shares of Preferred stock of Apollo issued and outstanding immediately before the effective date of the merger shall, upon the effective date of the merger, automatically be converted into Three Thousand, Four Hundred Ninety-Two (3,492) shares of Preferred Stock of Apollo Industries, Inc., the Surviving Corporation, and the certificates therefor now outstanding shall for all purposes be deemed, constitute and be taken as the certificates of the Preferred Stock of the Surviving Corporation without the necessity for exchange.

(e) Neither certificates for fraction shares of the common stock of Apollo Industries Inc., the Surviving Corporation, nor scrip certificates therefore will be issued to the holders of San Toy, Apollo and American capital stock certificates, but arrangements will be made with an exchange agent so that for ninety (90) days after the effective date of the merger any such stockholder may, through the exchange agent and upon surrender of his San Toy, Apollo and American stock certificate or certificates in exchange for Apollo Industries, Inc., the Surviving Corporation, stock certificates, purchase any additional fraction required to make up a full share, or sell any fraction of a share to which he is entitled. After the expiration of such period, the exchange agent will sell (for the account of the holders of such fractional share interests) shares of Apollo Industries, Inc., the Surviving Corporation, common stock equivalent to the aggregate of such fractional share interests as indicated by the then outstanding San Toy, Apollo and American stock certificates. The exchange agent will thenceforth and until June 1, 1960 pay to such holders upon exchange of their stock certificates their pro rata share of the proceeds of such sale. Any balance of such proceeds remaining after such period will be returned to Apollo Industries, Inc., the Surviving Corporation.

(f) After the 1st day of June, 1960, no certificate or certificates of common stock of any of the Constituent Corporations shall be exchanged for stock in the Surviving Corporation. After that date, the holders of such common stock certificates shall be entitled only to receive an amount equal to the proceeds resulting from the sale of the common shares of the Surviving Corporation for which such common stock certificates were exchangeable, and an amount equivalent to the product obtained by multiplying the number of such full common shares by the amount of dividends theretofore paid per share on the outstanding common shares of the Surviving Corporation between the effective

date of the merger and such sale. Such sale, which may be effected publicly or privately at the then market price, shall be made as soon as practicable after the close of business on the 1st day of June, 1960, or thereafter by a Transfer Agent of the common shares of the Surviving Corporation, but shall be made by such Transfer Agent only as Agent for and on behalf of the holders of such certificates and the proceeds paid to the Corporation. Cash equivalent to the proceeds of such sale shall be paid by the Surviving Corporation upon the demand of such holders of such common stock certificates not presented for exchange on or before the 1st day of June, 1960 against the surrender of their certificates.

(g) The holders of certificates in any of the Constituent Corporations shall not be entitled to vote at any meeting of shareholders of the Surviving Corporation unless and until and only to the extent that they shall have actually exchanged such certificates for full common shares of the Surviving Corporation, as hereinabove provided. No holder of certificates for common stock in any of the Constituent Corporations who have failed to offer for exchange such certificate shall be entitled to receive any dividends declared and paid by the Surviving Corporation after the 1st day of June, 1960.

SECTION 14. If appraisal proceedings involving shares of any of the Constituent Corporations should be instituted, and if the Surviving Corporation should make payment to the shareholder for such shares or any part thereof, whether pursuant to a compromise or an adjudication, then and in each such case the shares of the Surviving Corporation into which the shares so paid for would have been converted had they not been involved in such appraisal proceedings shall have the status of authorized and unissued shares of the Surviving Corporation.

SECTION 15. The Constituent Corporations agree that simultaneously with the merger and as part thereof the net book values of San Toy's ore veins and mine shafts shall be readjusted to a value not in excess of One Hundred Thousand Dollars (\$100,000) and that the combined net deficit of the Surviving Corporation resulting from such readjustment be eliminated by reducing the capital surplus which would otherwise result from the merger.

SECTION 16. Upon the merger becoming effective as aforesaid, (1) the separate existence of Apollo and American shall cease; Apollo and American shall be merged with and into San Toy, the Surviving Corporation, which shall thereafter be known as Apollo Industries, Inc., existing under the laws of the State of Maine, possessing all the rights, privileges, powers, franchises and immunities as well as of public as of private nature, and being subject to all liabilities, restrictions and duties of each of said corporations so merged; (2) all and singular the rights, privileges, powers, franchises and immunities of each of said Constituent Corporations and all the property, real, personal and mixed, wheresoever located, and all debts due to any of said Constituent Corporations on whatever account, including subscriptions to shares and other choses and things in action of or belonging to any of them shall be and be taken and deemed to be vested in the Surviving Corporation without further act or deed; (3) all the property, rights, privileges, powers, franchises and immunities and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations; (4) all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and (5) the Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of each of the Constituent Corporations, but the liabilities of the Constituent Corporations or of their stockholders, directors or officers shall not be affected, nor shall the rights of the creditors thereof or of any persons dealing with such Constituent Corporations be impaired by such merger, and any claim existing or action or proceeding pending by or against either of such 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 its place.

3-1-58.14 352

WITNESS the due execution hereof, the day and year first above written.

Attest:

[Signature]  
Secretary  
(Corp. seal)

SAN TOY MINING COMPANY

By: [Signature]  
President

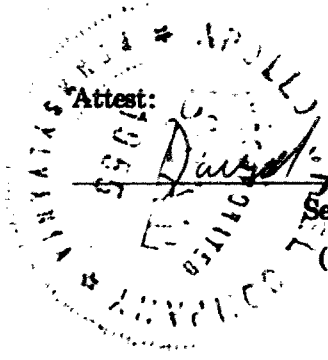


Attest:

[Signature]  
Secretary  
(Corp. seal)

APOLLO STEEL COMPANY

By: [Signature]  
President

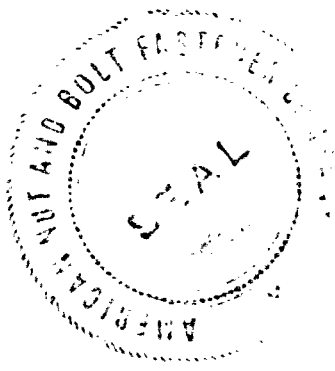


Attest:

[Signature]  
Secretary  
(Corp. seal)

AMERICAN NUT AND BOLT FASTENER COMPANY

By: [Signature]  
President

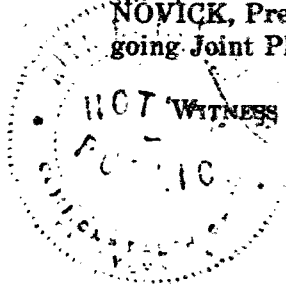


3-1-58.14 358

STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

Before me, a Notary Public in and for said County and State, personally appeared IVAN J. NOVICK, President of SAN TOY MINING COMPANY, a corporation, and acknowledged the foregoing Joint Plan of Merger to be the act, deed and agreement of the said San Toy Mining Company.

WITNESS my hand and notarial seal this 28th day of February, 1958.



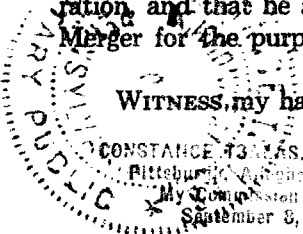
RITA A. McCARTNEY, Notary Public  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires May 25, 1959

*Rita A. McCartney*  
Notary Public

STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

Before me, a Notary Public in and for said County and State, personally appeared MORTON CHATKIN, who acknowledged himself to be the President of APOLLO STEEL COMPANY, a corporation, and that he as such President, being authorized to do so, executed the foregoing Joint Plan of Merger for the purposes herein contained by signing the name of the Company by himself as President.

WITNESS my hand and notarial seal this 28th day of February, 1958.



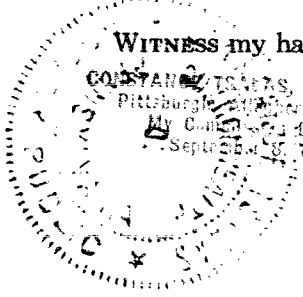
CONSTANCE TULAS, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 8, 1961

*Constance Tulas*  
Notary Public

STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

Before me, a Notary Public in and for said County and State, personally appeared MORTON CHATKIN, who acknowledged himself to be the President of AMERICAN NUT AND BOLT FASTENER COMPANY, a corporation, and that he as such President, being authorized to do so, executed the foregoing Joint Plan of Merger for the purposes therein contained by signing the name of the Company by himself as President.

WITNESS my hand and notarial seal this 28th day of February, 1958.



CONSTANCE TULAS, Notary Public  
Pittsburgh, Allegheny Co., Pa.  
My Commission Expires  
September 8, 1961

*Constance Tulas*  
Notary Public

## ARTICLE I

Section 1. The name of the corporation is "Apollo Industries, Inc."

Section 2. The location and principal office shall be in the City of Augusta, Maine. The company may also have an office in the City of Pittsburgh, Commonwealth of Pennsylvania, and also offices at such other places within or outside the State of Maine as the Board of Directors may designate or the business of the Company may require.

## ARTICLE II

The capital stock of the corporation shall be changed from Five Hundred Seventy-Three Thousand, Two Hundred Eighty-Seven Dollars and Fifty Cents (\$573,287.50) divided into Five Million, Seven Hundred Thirty-Two Thousand, Eight Hundred Seventy-Five (5,732,875) shares of capital stock having a par value of Ten Cents (10¢) per share, to Five Million, Five Hundred Thousand Dollars (\$5,500,000) divided into One Million (1,000,000) shares of Common Stock having a par value of Five Dollars (\$5) per share and Five Thousand (5000) shares of Preferred Stock having a par value of One Hundred Dollars (\$100) per share.

The preferences, voting powers, designations, restrictions, qualifications, limitations and the special or relative rights of the shares of each class are as follows: There shall be no pre-emptive rights. Subject solely to the right, hereinafter set forth, to designate one member of the Board of Directors of the Corporation, the Preferred Stockholders shall have no voting powers; the voting powers of the stockholders of this Corporation shall be vested exclusively in the holders of the Common Stock; provided, however, that if any dividend due on Preferred Stock remains unpaid for three consecutive years and as often as such event may occur, the Preferred Stockholders shall have the option of electing at a special meeting of the said Preferred Stockholders at which a majority of the shares of Preferred Stock is represented in person or by proxy, a majority of the Board of Directors of the Corporation and of installing officers to replace any and all the officers of the Corporation, including the filling of any vacancies; provided, Further, However, That, in the event that the Preferred Stockholders exercise the option set forth in the proviso above, such additional designations, appointments, and elections shall cease to have effect immediately upon the payment in full of all Preferred dividends in arrears, and the Preferred Stockholders shall again be limited to the right, noted both above and below, to designate one member of the Board of Directors of the Corporation. The holders of Preferred Stock shall be entitled to receive out of earned surplus a fixed cumulative dividend at the rate of six percent per annum, payable semi-annually on the first day of June and the first day of December; and no dividends shall be set aside or paid on the Common Stock until the dividends on the Preferred Stock have been paid in full. In case of dissolution or liquidation of the Corporation, the holders of the Preferred Stock shall be entitled to be paid in full as to par, plus an amount equal to any accrued and accumulated unpaid dividends thereon, but no more, before any amount shall be paid to the holders of the Common Stock. The Preferred Stock, or any portion thereof, shall, at any time, and upon thirty (30) days' notice, at the discretion of the Corporation, be subject to redemption at \$110.00 per share, plus an amount equal to any accrued unpaid dividends thereon; and Preferred Stock so redeemed shall not be subject to reissue, but shall be cancelled and retired, and the capital stock of the Corporation shall thereupon be reduced accordingly. No dividend may be paid on the Common Stock of the Corporation, unless and until all dividends due on the Preferred Stock have been paid in full; and, in any event, no dividend shall be paid on the Common Stock unless such dividend has been earned, as determined by normal accounting practices. No bonus shall be paid to any officer or director of the Corporation as

long as any dividend due on the Preferred Stock is in default. The consent of the holders of at least 75 percent of the outstanding Preferred Stock of the Corporation shall be first obtained before any real property of the Corporation which is located in Apollo, Pennsylvania, may be mortgaged or otherwise encumbered. One member of the Board of Directors of the Corporation shall be the nominee of the Preferred Stockholders, as long as Preferred Stock is outstanding; and the manner of selection and qualification of the nominee shall be as set forth in the by-laws of the Corporation; provided that if all of the outstanding Preferred Stock shall have been called for redemption and funds sufficient to effect such redemption shall have been appropriated, the Preferred Stock shall no longer be deemed outstanding for the purpose of determining the right of Preferred Stockholders to elect a director.

### ARTICLE III

Section 2. A majority in amount of the stock issued and outstanding, legally represented, shall constitute a quorum for the transaction of any business, excepting, that in the absence of a quorum, a lesser number shall have the right to adjourn a meeting to a fixed date thereafter or otherwise.

Section 3. At all meetings, shareholders may vote in person, by proxy in writing, or by general power of attorney produced at such meetings. No proxy shall be voted upon when granted more than one (1) year before the meeting, which shall be named therein, and shall not be valid after a final adjournment thereof.

### ARTICLE IV

Section 1. The business and affairs of the company shall be managed by a Board of Directors. The number of directors shall be seventeen (17); but the number of directors may be increased or decreased from time to time by the amendment of these By-Laws. The aforesaid number of directors shall include the one director who is the nominee of the Preferred stockholders, as hereinabove provided, and who shall be elected by the Preferred Stockholders, voting as a class, at the time of the meeting of stockholders at which directors are elected.

In case of any vacancy in the Board of Directors through death, resignation, disqualification, increase in number of Directors, or other cause, the remaining Directors, by affirmative vote of a majority thereof, may elect a Director to hold office until the next Annual Meeting of Stockholders and until the election and qualification of their successors.

Elections for Directors need not be by ballot, except when demand made by the stockholders at the election before the voting begins. In all elections, every stockholder entitled to vote shall have the right, in person or by proxy, to multiply the number of votes to which he may be entitled by the number of Directors to be elected, and he may cast his whole number of said votes for one candidate, or he may distribute them among one or more candidates. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

### ARTICLE V

#### MEETINGS OF DIRECTORS

Section 1. A majority of the Directors in office shall constitute a quorum of the Board for the transaction of business, except that in the case of vacancies occurring in the Board, such vacancies may be filled by a majority of the remaining members of the Board, though less than a quorum.

Section 2. Regular meetings of the Board shall be held at such times and places and with such notice as the Board may from time to time designate.

Section 3. Special meetings of the Board may be called at any time by the President to be held at such time and place as he may designate, on three days' notice to each Director by the Secretary of the Board. Such notices may be by telegram, telephone message or in writing delivered to each Director personally or addressed to or left at his residence or usual place of business. A Director may, however, in any instance waive such notice insofar as he is concerned by attendance at the meeting or by signing a waiver either before or after such meeting.

Section 4. The Directors may hold their meetings, have an office, and keep all the books of the Company (except the records of the meetings of the stockholders) outside of the State of Maine, at the City of Pittsburgh, Pennsylvania, or such other place or places as they, or the President, or the Executive Committee, may fix upon.

## ARTICLE VII

### COMPENSATION OF DIRECTORS

Neither the Directors nor the Members of the Executive Committee, as such, shall receive any stated compensation for their services; but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or Executive Committee; provided, that nothing contained herein shall be construed to preclude any Director or any Member of the Executive Committee from serving the Corporation as a salaried officer or in any other capacity and receiving compensation therefor.

## ARTICLE VIII

Section 1. Immediately after the election of Directors, if all of the Board of Directors are present, or if those absent have filed waiver of notice, and if not, at their first meeting thereafter when there shall be a quorum, the said Board shall elect, by ballot, a President, Executive Vice President and one or more Vice Presidents from their own number, who shall hold office for one (1) year and until their successors are elected and qualified.

## ARTICLE X

In the case of the temporary vacancy in the office of President occasioned by his death, absence or inability to act, his powers shall be exercised and his duties discharged by the Executive Vice-President and, in the event of the death, absence or inability to act of the Executive Vice-President, then by the Vice-President senior in rank.

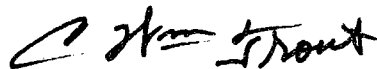
## ARTICLE XXI

### ALTERATION OF BY-LAWS.

The By-Laws may be altered, amended or repealed by the stockholders at any Annual or Special meeting and may also be altered, amended or repealed by the Board of Directors (subject always to the power of the stockholders to change such action) by a majority vote of the members of the Board of Directors in office; provided, however, that notice of the general nature of any such action proposed to be taken shall be included in the notice of the meeting at which such action is taken.

3-1-58.14 367

Approved and filed in the Department of State on the 31st day of May  
A. D. 1958.



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Deputy Secretary of the Commonwealth



# Commonwealth of Pennsylvania



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 foreign corporation under the provisions of that law:

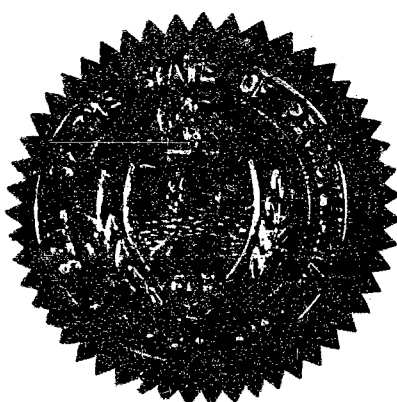
AND WHEREAS, The stipulations and conditions of that law relating to the merger of such corporations have been fully complied with by APOLLO STEEL COMPANY, a Pennsylvania corporation, AMERICAN NUT AND BOLT FASTENER COMPANY, a Pennsylvania corporation, and SAN TOY MINING COMPANY, a Maine corporation.

IT IS THEREFORE, CERTIFIED, That from the articles of merger filed with the Department of State, it appears that APOLLO STEEL COMPANY, the Pennsylvania corporation, and AMERICAN NUT AND BOLT FASTENER COMPANY, the Pennsylvania corporation, have been merged into the SAN TOY MINING COMPANY, the Maine corporation, whose name by said merger is changed to APOLLO INDUSTRIES, INC.

THEREFORE, KNOW YE, That subject to the Constitution of this Commonwealth, and under the 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 upon the date when said merger becomes effective in the State of Maine, the corporate franchises of APOLLO STEEL COMPANY, the Pennsylvania corporation, and AMERICAN NUT AND BOLT FASTENER COMPANY, the Pennsylvania corporation, shall be extinguished forever, and a Maine corporation shall be the surviving corporation, under the name, style and title of

APOLLO INDUSTRIES, INC.

GIVEN under my Hand and the Great Seal of the Commonwealth, at the City of Harrisburg, this 31st day of May, in the year of our Lord one thousand nine hundred and fifty-eight, and of the Commonwealth the one hundred and eighty-second.



Deputy Secretary of the Commonwealth