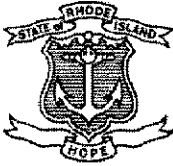


Filing Fee: See Instructions

ID Number: \_\_\_\_\_



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

ARTICLES OF MERGER OR CONSOLIDATION INTO

Electric Insurance Agency, LLC

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

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

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

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

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Electric Insurance Agency, LLC (Limited Liability Company, Massachusetts), EIC Agency, Inc. (Corporation, Massachusetts), and a crossed-out row for Electric Insurance Agency, LLC.

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

c. The full name of the surviving or new entity is Electric Insurance Agency, LLC which is to be governed by the laws of the state of Massachusetts

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

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

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: 75 Sam Fonzo Drive Beverly, MA 01915

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing February 15, 2009

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

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

FILED 10:50 FEB 13 2009 By [Signature] 80900

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

i) The name of the subsidiary corporation is \_\_\_\_\_

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) \_\_\_\_\_

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

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

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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

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

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

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

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

Electric Insurance Agency, LLC

\_\_\_\_\_  
Print Entity Name

By: Jessica K. Thibodeau  
Name of person signing

Jessica K. Thibodeau, Manager

\_\_\_\_\_  
Title of person signing

By: \_\_\_\_\_  
Name of person signing

\_\_\_\_\_  
Title of person signing

EIC Agency, Inc.

\_\_\_\_\_  
Print Entity Name

By: \_\_\_\_\_  
Name of person signing

Kimberly C. Koury, President

Kimberly C. Koury  
Title of person signing

By: \_\_\_\_\_  
Name of person signing

\_\_\_\_\_  
Title of person signing

**AGREEMENT AND PLAN OF MERGER**

**OF**

**EIC AGENCY, INC.**  
(a Massachusetts corporation)

WITH AND INTO

**ELECTRIC INSURANCE AGENCY, LLC**  
(a Massachusetts limited liability company)

AGREEMENT AND PLAN OF MERGER entered into on September 25, 2008, by Electric Insurance Agency, LLC, a Massachusetts limited liability company (hereinafter referred to as the “LLC”), and approved by resolutions adopted by its Board of Managers and sole Member, and EIC Agency, Inc., a Massachusetts corporation (hereinafter referred to as the “Corporation”), and approved by resolutions adopted by its Board of Directors and sole Shareholder.

WHEREAS, the Corporation is a Massachusetts business corporation with its principal office therein located at 75 Sam Fonzo Drive, Beverly, MA, 01915; and

WHEREAS, the LLC is a Massachusetts limited liability company with its principal office therein located at 75 Sam Fonzo Drive, Beverly, MA, 01915; and

WHEREAS, all of the outstanding capital stock of the Corporation (the “Stock”) and all of the Membership Interests in the LLC (the “Membership Interests”) are owned by Electric Insurance Corporation (“EIC”); and

WHEREAS, LLC has elected to be treated as a corporation for federal tax purposes pursuant to regulations promulgated under Section 7701 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the provisions of Chapters 156D and 156C of the General Laws of the Commonwealth of Massachusetts permit a merger of domestic corporations with domestic limited liability companies; and

WHEREAS, the Corporation, through its Board of Directors and sole Shareholder, and the LLC through its Board of Managers and sole Member, have declared it advisable and to the advantage, welfare and best interest of said Corporation and LLC, and their respective shareholders and members, to merge the Corporation with and into LLC (the “Merger”) pursuant to the provisions of Section 11.02 of Chapter 156D and Section 59 of Chapter 156C of the General Laws of the Commonwealth of Massachusetts upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. LLC and the Corporation shall, pursuant to the provisions of Section 11.02 of Chapter 156D and Section 59 of Chapter 156C of the General Laws of the Commonwealth of Massachusetts, be merged with and into a single entity, LLC, which shall be the surviving entity from and after the Effective Time of the Merger, and which shall continue to exist as said surviving limited liability company under its present name pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts. The separate existence of the Corporation shall cease at said Effective Time in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts.

2. The Certificate of Organization of LLC shall continue to be the Certificate of Organization of said surviving limited liability company until further amended and changed pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts.

3. The present Operating Agreement of LLC will be the Operating Agreement of said surviving limited liability company and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Laws of the Commonwealth of Massachusetts.

4. The Managers and Officers of LLC at the Effective Time of the Merger shall be the members of the first Board of Managers and the first Officers of the surviving limited liability company, respectively, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement of said surviving limited liability company.

5. All of the shares of Stock of the Corporation which are issued and outstanding at the Effective Time of the Merger, shall automatically be converted into a ninety-nine percent (99%) Membership Interest in the surviving limited liability company, and the entire Membership Interest of LLC which is issued outstanding at the Effective Time of the Merger shall thereafter represent a one percent (1%) Membership Interest in the surviving limited liability company. As a result of the foregoing, upon the Effective Time of the Merger, EIC shall own a one hundred percent (100%) Membership Interest in the surviving limited liability company

6. LLC and the Corporation agree that the Merger shall constitute a reorganization under Section 368(a)(1)(F) of the Code.

7. LLC and the Corporation agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the Commonwealth of Massachusetts, and that they will cause to be performed all necessary acts within said Commonwealth and elsewhere to effectuate the Merger.

8. The Board of Managers and the proper Officers of LLC, and the Board of Directors and proper Officers of the Corporation, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all

instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger, or of the Merger.

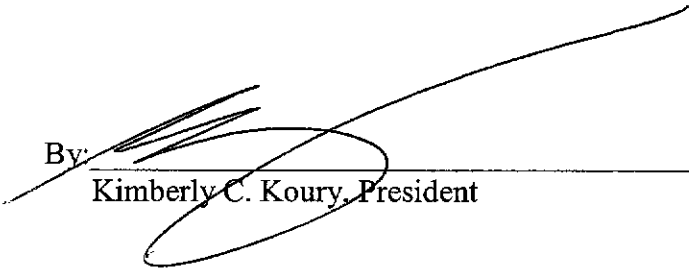
9. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement.

10. The "Effective Time" of the Merger herein provided for shall be the later of (i) January 1, 2009, or (ii) the time of filing of Articles of Merger with the Secretary of State of the Commonwealth of Massachusetts ("Secretary"). Notwithstanding the full approval and adoption of this Agreement and Plan of Merger, the said Agreement and Plan of Merger may be terminated at any time prior to the Effective Time by resolution of the Board of Managers of LLC and the Board of Directors of the Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby executed upon behalf of each of the constituent parties thereto.

**ELECTRIC INSURANCE AGENCY, LLC**

Dated: 9/24, 2008

By:   
Kimberly C. Koury, President

**EIC AGENCY, INC.**

Dated: 9/24, 2008

By:   
Kimberly C. Koury, President



# State of Rhode Island and Providence Plantations

**A. Ralph Mollis**

*Secretary of State*

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

A. RALPH MOLLIS

*Secretary of State*

