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SECRETARY OF STATE
CORPORATIONS DIV



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

ARTICLES OF MERGER OR CONSOLIDATION INTO
NRI Community Services, Inc.

(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 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:

Name of entity	Type of entity	State under which entity is organized
Family Resources Community Action - 30546	Non-Profit Corporation	Rhode Island
NRI Community Services, Inc.	Non-Profit Corporation	Rhode Island

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 NRI Community Services, Inc.
which is to be governed by the laws of the state of Rhode Island

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:
Community Care Alliance

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:

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 July 1, 2014

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

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BY KL 226576
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SECRETARY OF STATE
CORPORATIONS DIV

- 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. **See Attachment.**

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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.

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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.

NRI Community Services, Inc.

 Print Entity Name

By: [Signature] **President**
 Name of person signing Title of person signing

By: Louise L. Phelan **Secretary**
 Name of person signing Title of person signing

Family Resources Community Action

 Print Entity Name

By: Mary L. Berzits **President / Board Chair**
 Name of person signing Title of person signing

By: Barbara A. Noel Jr. **Secretary**
 Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is entered into and effective as of 7/1, 2014, by and between NRI Community Services, Inc., a Rhode Island nonprofit corporation, and Family Resources Community Action ("FRCA"), a Rhode Island nonprofit corporation. (FRCA and NRICS shall be referred to collectively, as the "Merging Corporations").

WHEREAS, FRCA is a Rhode Island nonprofit corporation, its articles of incorporation having been filed on January 2, 1891 in the Office of the Secretary of State of Rhode Island, as the same have been amended to date;

WHEREAS, NRICS is a Rhode Island nonprofit corporation, its articles of incorporation having been filed on July 1, 1966 in the Office of the Secretary of State of Rhode Island, as the same have been amended to date;

WHEREAS, neither of the Merging Corporations has capital stock;

WHEREAS, a majority of each of the Directors of FRCA's and NRICS' Board of Directors deem it advisable that FRCA and NRICS merge such that NRICS shall be the continuing corporation (hereinafter the "Continuing Corporation") and have duly approved and authorized the form of this Agreement; and

WHEREAS, the laws of the State of Rhode Island permit such a merger, and the Merging Corporations desire to merge under and pursuant to the provisions of the laws of the State of Rhode Island.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that:

Section 1. Name.

The name of the Continuing Corporation shall be the name that is reflected on the Rhode Island Articles of Merger, i.e, Community Care Alliance ("Articles of Merger").

Section 2. Purposes.

The purposes set forth in the Articles of Merger and the bylaws of the Continuing Corporation ("Bylaws"), as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as its corporate purposes.

Section 3. Articles of Incorporation.

The Articles of Incorporation of the Merging Corporations shall be amended by reason of the Articles of Merger.

Section 4. Bylaws.

The Bylaws of the Continuing Corporation, as they shall exist on the effective date of the merger ("Effective Date," further defined in Section 6), shall be and remain and continue to be the Bylaws thereof until they shall be altered, amended, or repealed as therein provided.

Section 5. Directors and Officers.

Persons who are directors and officers of the Continuing Corporation on the Effective Date shall be as set forth on Exhibit A.

Section 6. Effective Date of Merger.

For all purposes under the laws of the State of Rhode Island, this Agreement and the merger herein provided for shall become effective on July 1, 2014 ("Effective Date") so long as (i) this Agreement shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and the Articles of Merger, indicating its adoption and approval, shall have been executed in accordance with such laws; and (ii) the Articles of Merger shall have been filed in the Office of the Secretary of State of Rhode Island to become effective as of the Effective Date.

Section 7. Effect of Merger.

Upon the merger described herein becoming effective:

(a) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Continuing Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merging Corporations shall be continued in and merged into the Continuing Corporation and the Continuing Corporation shall be fully vested therewith;

(b) The Continuing Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Merging Corporations except as otherwise herein provided, and except as otherwise provided by law;

(c) The Continuing Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Merging Corporations on whatever account as well as all other choses in action belonging to the Merging Corporations; and

(d) All property, rights, privileges, powers and franchises of the Merging Corporations shall be thereafter the property, rights, privileges, powers and franchises of the Continuing Corporation as they were of each of the Merging Corporations, but all

rights of creditors and all liens upon any property of either of the Merging Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date; and all debts, liabilities, obligations, and duties of the Merging Corporations shall thenceforth attach to, and are hereby assumed by, the Continuing Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted for by it.

Section 8. Delivery of Deeds and Instruments.

From time to time as and when requested by the Continuing Corporation or by its successors or assigns, each of the Merging Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Continuing Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Continuing Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement. For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 9. Expenses of Merger.

The Continuing Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

Section 10. Abandonment of Merger.

This Agreement, having been submitted to the Boards of Directors of the Merging Corporations, and having been duly approved and adopted by such Boards of Directors, demonstrates the agreement between the Merging Corporations concerning the merger described herein; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective:

(a) By mutual consent of the Boards of Directors of the Merging Corporations; or

(b) By the Board of Directors of any one of the Merging Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of any one of the Merging Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Merging Corporations or any of its respective assets, or the merger,

which, in the judgment of such Board of Directors, renders it inadvisable to proceed with the merger.

Section 11. Service of Process.

Upon the merger herein proposed becoming effective, the Continuing Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Merging Corporations.

[SIGNATURE BLOCK APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized.

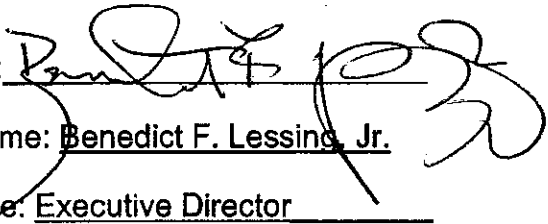
NRI COMMUNITY SERVICES, INC.

By: 

Name: Christian L. Stephens

Title: President/Chief Executive Officer

FAMILY RESOURCES COMMUNITY
ACTION

By: 

Name: Benedict F. Lessing, Jr.

Title: Executive Director

EXHIBIT A

Directors and Officers

Directors:

Public

Chief Thomas Carey
Beata Nelken
Dee Henry
Gerard Noel
Denise Dussault Leduc
Linda L. Deschenes
Patricia Allen
Joyce J. Dolbec
Nancy Benoit

Woonsocket Directors

Bamby Mohammed
Carol Wilson-Allen
Candy Seldon
Maria Useinoski
Gail Bouliane
Jennifer R. O'Toole
Rev. Jeffrey Thomas
James McNulty
Kathleen A. Granken

Private

Julien Ayotte
Christopher V. Carcifero
Joanne Rajabiun
Linda McMullen
Don Boucher
Louise L. Phelan
Roland M. Boucher
Nancy Demers
William M. Ryan
Lynda A. Stein
Stephen J. Gumbley
Ron Miller
Charles Noel

Officers:

Chairperson: William M. Ryan

Vice-Chairperson: Nancy Benoit

Treasurer: Julien Ayotte

Secretary: Roland M. Boucher

Attachment III(b) to
Articles of Merger

1. The Directors of Family Resources Community Action ("FRCA") adopted the Plan of Merger between FRCA and NRI Community Services, Inc. ("NRICS"), by a majority vote of the Directors in office, at a meeting held on May 12, 2014, at which a quorum of Directors was present.

2. The Directors of NRICS adopted the Plan of Merger between FRCA and NRICS, by a majority vote of the Directors in office, at a meeting held on May 28, 2014, at which a quorum of Directors was present.



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

