

Filing Fee: See Instructions

ID Number: 28116



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

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2015 JUL -1 PM 1:01

ARTICLES OF MERGER OR CONSOLIDATION INTO
Community Care Alliance

(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 Community Care Alliance (28116) and Project LEARN Adult and Family Literacy Programs, Inc. (73765).

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 Community Care Alliance 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:

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, 2015

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.

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BY [Signature]

1:01

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


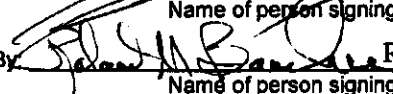
- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

- 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.

Community Care Alliance
Print Entity Name

By:  William Ryan President
Name of person signing Title of person signing
By:  Roland Boucher Secretary
Name of person signing Title of person signing

Project LEARN Adult and Family Literacy Programs, Inc.
Print Entity Name

By: Eileen Mendrek President
Name of person signing Title of person signing
By: Leslie Page Secretary
Name of person signing Title of person signing

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.

Community Care Alliance
Print Entity Name

By: William Ryan President
Name of person signing Title of person signing

By: Roland Boucher Secretary
Name of person signing Title of person signing

Project LEARN Adult and Family Literacy Programs, Inc.
Print Entity Name

By: Eileen Mendrek President
Name of person signing Title of person signing

By: Leslie Page Secretary
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of 6/23/15, 2015 (the Agreement), by and between **Community Care Alliance**, a Rhode Island nonprofit corporation (CCA), having its principal place of business at 800 Clinton Street, Suite 301, P.O. Box 1700, Woonsocket, RI 02895, and **Project Learn Adult and Family Literacy Programs, Inc.**, a Rhode Island nonprofit corporation (PL) having its principal place of business at One Social Street, P.O. Box 567, Woonsocket, RI 02895.

RECITALS

A. CCA is an Rhode Island nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed for the purpose of supporting individuals and families in their efforts to meet economic, social and emotional challenges and enhance their well-being through more than 50 programs and services to support and strengthen individuals, families and their community.

B. PL is a Rhode Island nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed to recruit and to train volunteers from the community to tutor adults with low level reading, writing, and conversational English skills.

C. The respective Boards of Directors of CCA and PL have each determined that it is in the best interest of their respective corporations, members and clients to combine their respective corporations.

D. In furtherance of such combination, the Boards of Directors of CCA and PL shall each pass a resolution adopting this Agreement and approving the merger (the Merger) of PL into CCA under the terms and conditions set forth herein and in accordance with the Rhode Island Revised Nonprofit Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Background.

THE DIRECTORS of CCA and PL have determined that a merger of the PL with and into CCA (hereinafter sometimes referred to as the "Merger") has a valid business purpose, is advisable, will not detract from the mission or purpose of either corporation, and will enhance the mission and purposes and is in the best interest of each of the corporations.

By resolutions to be duly adopted, the Board of Directors of CCA and PL shall (i) approve this Agreement in the manner required by the applicable provisions of the laws of the State of Rhode Island, and upon the terms and conditions hereinafter set forth, specifically

including the (i) Memorandum of Understanding revised on June 20, 2014; and (ii) the Agency Service Agreement prepared by the parties on or about October 3, 2014, both of which are attached as Exhibit A and incorporated herein as if stated in full.

2. Merger.

a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), PL shall be merged with and into CCA whereupon the separate existence of PL will cease and CCA shall be the surviving corporation in the merger (the Surviving Corporation).

b. As soon as practicable after satisfaction or waiver of the conditions and obligations of the parties to consummate the Merger, CCA and PL will cooperatively file articles of merger (the Articles of Merger) with the Division Of Business Services of the Office of the Rhode Island Secretary of State and make all other filings or recordings required by applicable law in connection with the Merger. Any waiver of conditions shall be in writing and signed by both parties.

c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Secretary of State or at such later time as is specified in the Articles of Merger (the Effective Date). It is contemplated that the Effective Date will be on or about July 1, 2015.

d. From and after the Effective Date, title to all real estate and other property owned by CCA and PL shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of CCA and PL.

3. Surviving Corporation.

a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law. c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities. On or prior to July 1, 2015, the members of PL Board of Directors who wish to serve as Directors of CCA shall become Friends of CCA, if they are not already. Their names shall thereafter be submitted to CCA's Board Development committee, or Woonsocket Friends, as the case may be, for nomination to the Board of Directors of CCA. If nominated then election would take place at CCA's Annual Meeting. PL Board members, once they become Friends, are eligible to serve on any CCA Standing Committees.

b. The bylaws of Surviving Corporation shall be substantially in the form set forth in Exhibit A attached hereto (the Bylaws).

d. As of the Effective Date, all the active members of CCA and all the active members of PL shall become members of the Surviving Corporation by virtue of the merger and without any action on the part of the member thereof.

e. The name of the Surviving Corporation shall remain Community Care Alliance.

4. Representations and Warranties.

a. PL represents and warrants to CCA that:

i. PL is duly organized, validly existing and in good standing under the laws of the State of Rhode Island.

ii. PL has made available to CCA complete and correct copies of its Articles of Incorporation and Bylaws.

iii. PL has made available to CCA copies of its financial statements for the years 2010-2014 (the PL Financial Statements).

iv. Since the date of the last financial statement provided to CCA, PL has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of PL except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the PL Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of PL's officers (the PL Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the PL officers that would reasonably be expected to result in any adverse claims against PL.

b. CCA represents and warrants to PL that:

i. CCA is duly organized, validly existing and in good standing under the laws of the State of Rhode Island.

ii. CCA has made available to PL complete and correct copies of its Articles of Incorporation and Bylaws.

iii. CCA has made available to PL copies of its financial statements for the years 2010-2014 (the CCA Financial Statements).

iv. Since the date of the last financial statement provided to PL, CCA has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of CCA except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the CCA Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of CCA's officers (the CCA Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the CCA officers that would reasonably be expected to result in any adverse claims against CCA.

5. Covenants.

a. PL covenants and agrees after the date hereof and until the Effective Date:

i. The business of PL shall be conducted in the ordinary and usual course and, to the extent consistent therewith. PL shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.

ii. PL shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of CCA.

iii. PL and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.

iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.

b. CCA covenants and agrees after the date hereof and until the Effective Date:

i. The business of CCA shall be conducted in the ordinary and usual course and, to the extent consistent therewith. CCA shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.

ii. This merger is subject to and contingent upon approval by the Board of Directors of CCA.

iii. CCA will be solely and exclusively responsible for all press releases and public announcements regarding the merger.

iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.

6. Membership Approvals.

PL agrees to submit this Agreement for approval to its Members on or before May 15, 2015 with approval to occur by May 30, 2015.

CCA agrees to submit this Agreement for approval to its Board of Directors at its next meeting which is on May 27, 2015.

7. Termination.

This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors of CCA and members of PL.

8. Amendments.

This Agreement may be amended with the approval of the Boards of Directors of the parties at any time before or after the approval hereof by the Board of Directors of CCA and the Members of PL, but after such approval, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the governing body of such party.

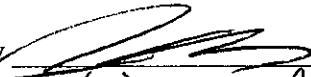
9. Extension; Waiver.

At any time prior to the Effective Date, the Board of Directors of either party hereto may

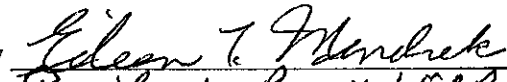
- (a) extend the time for the performance of any of the obligations or other acts of the other party hereto;
- (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto; and
- (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

Community Care Alliance

By 
Its Chairperson Board of Directors

Project Learn Adult and Family Literacy Programs, Inc.

By 
Its President - Project LEARN Board



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, 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 blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State

