

Filing Fee: See Instructions

ID Number: 000165251



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
Peregrine Holdings, 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 Peregrine Holdings, LLC (RI) and The Peregrine Group, LLC (MA).

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- 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 Peregrine Holdings, LLC which is to be governed by the laws of the state of RI

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:

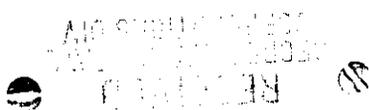
f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding 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 upon filing

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] 37389

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.

Peregrine Holdings, LLC

Print Entity Name

By: [Signature] Jordan M. Stone Authorized Person
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

The Peregrine Group, LLC

Print Entity Name

By: [Signature] Curt R. Lane Authorized Person
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of September 20, 2007 is by and between The Peregrine Group, LLC, a Massachusetts limited liability company ("Peregrine Group"), and Peregrine Holdings, LLC, a Rhode Island limited liability company ("Peregrine Holdings").

WHEREAS, Peregrine Group is a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts;

WHEREAS, Peregrine Holdings is a newly formed limited liability company duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, both Peregrine Holdings and Peregrine Group are comprised of the same individuals who desire to re-domesticate Peregrine Group as a Rhode Island limited liability company and then operate under the name Peregrine Holdings;

WHEREAS, the Members of Peregrine Group and Peregrine Holdings have determined that to accomplish the intended jurisdictional change it is advisable and in the best interests of each of such companies that Peregrine Group merge with and into Peregrine Holdings in accordance with the statutory law of the State of Rhode Island and the Commonwealth of Massachusetts, thereby continuing the business with the intention being that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code 1986, as amended (the "Code"), upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Members of Peregrine Group by unanimous written consent dated July 31, 2007 duly approved this Merger Agreement and the Members of Peregrine Holdings by unanimous written consent dated July 31, 2007 duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Peregrine Group and Peregrine Holdings hereby agree as follows:

1. Merger. Peregrine Group will be merged with and into Peregrine Holdings (the "Merger"), and Peregrine Holdings shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("Effective Time"). The Merger is intended to qualify as a tax-free exchange under applicable provisions of the Code.
2. Governing Documents. The Articles of Organization of Peregrine Holdings as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws. The Operating Agreement of

Peregrine Holdings shall be amended and restated at the Effective Time such that the Amended and Restated Operating Agreement in the form attached hereto as Exhibit A shall be the Operating Agreement of the Surviving Company, until thereafter amended in accordance with the terms thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate legal existence of Peregrine Group shall cease, and the existence of the Surviving Company shall remain unimpaired and it shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of Peregrine Group;

(b) All and singular rights, privileges, powers and franchises of Peregrine Group and all property, real, personal and mixed, and all debts due to Peregrine Group on whatever account, and all other things in action or belonging to Peregrine Group shall be vested in the Surviving Company;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of Peregrine Group, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or the State of Rhode Island, or of any of the other states of the United States of America, in Peregrine Group shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Peregrine Group shall be preserved unimpaired;

(d) All debts, liabilities and duties of Peregrine Group shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All limited liability company acts, plans, policies, agreements, arrangements, approvals and authorizations of Peregrine Group, its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to Peregrine Group;

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the Commonwealth of Massachusetts for as long as any liability remains outstanding in the Commonwealth of Massachusetts for any prior obligation of Peregrine Group;

(g) The Surviving Company hereby irrevocably appoints the Secretary of the Commonwealth of Massachusetts as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes; and

(h) The employees and agents of Peregrine Group shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees of Peregrine Group.

(i) The business presently conducted by Peregrine Group shall continue in substantially its present form subject to such changes as the Members of the Surviving Company may deem appropriate after the Effective Time.

4. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Peregrine Group such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Peregrine Group and otherwise to carry out the purposes of this Merger Agreement, and the Members of the Surviving Company are fully authorized in the name and on behalf of Peregrine Group to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

Each Member's interest in Peregrine Group as of the Effective Time shall be converted into or exchanged for an ownership interest in the Surviving Company equal to the interest so surrendered.

6. Employee Benefit Plans. As of the Effective Time, the Surviving Company hereby assumes all obligations of Peregrine Group under all employee benefit plans in effect, if any, as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding, if any, as of the Effective Time.

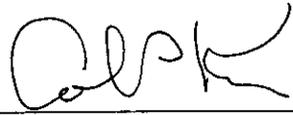
7. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

8. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Members of either of Peregrine Group or Peregrine Holdings, if circumstances arise which, in the opinion of the Members of Peregrine Group or Peregrine Holdings make the Merger inadvisable.

9. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, Peregrine Group and Peregrine Holdings have caused this Merger Agreement to be signed by their respective duly authorized Members as of the date first above written.

The Peregrine Group, LLC
(a Massachusetts limited liability company)

By: 
Name: Colin P. Kane
Title: Authorized Person

Peregrine Holdings, LLC
(a Rhode Island limited liability company)

By: 
Name: Jordan J. Stone
Title: Authorized Person

Exhibit A

Intentionally Omitted for Filing Purposes



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

