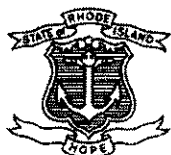


Filing Fee: See Instructions

ID Number: 000137928



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

KINGSTOWN MANAGEMENT COMPANY, 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 ☒ 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
Kingstown Management Company, LLC	Limited liability Company	Rhode Island
SEE ADDITIONAL ENTITIES ON ATTACHMENT		

- 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 KINGSTOWN MANAGEMENT COMPANY, LLC

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:

Not Applicable

- 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

Not Applicable

- 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.

FILED

DEC 29 2008

By gmd 12:53

76862

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.

SEE ATTACHED

Print Entity Name

By: _____
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

SEE ATTACHED

Print Entity Name

By: _____
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

ID Number 000137928

Attachment to
Articles of Merger into
Kingstown Management Company, LLC

Section I

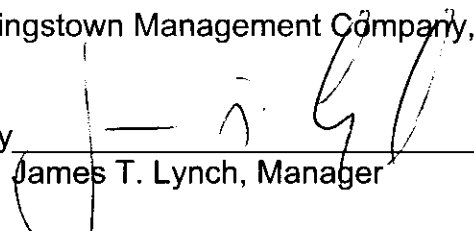
a. The name of each of the merging entities are:

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>State</u>
Kingstown Management Company, LLC	LLC	RI
KRA (Beaver River) Acquisition, LLC	LLC	RI
KRA (Centerville) Acquisition, LLC	LLC	RI
KRA (Chepachet) Acquisition, LLC	LLC	RI
KRA (Driveshaft) Acquisition, LLC	LLC	RI
KRA (Glocester) Acquisition, LLC	LLC	RI
KRA (Hopkins Hill) Acquisition, LLC	LLC	RI
KRA (Pascoag) Acquisition, LLC	LLC	RI
KRA (Plain) Acquisition, LLC	LLC	RI
KRA (Post) Acquisition, LLC	LLC	RI
KRA (Rich) Acquisition, LLC	LLC	RI
KRA (Rock) Acquisition, LLC	LLC	RI
KRA (Slate) Acquisition, LLC	LLC	RI

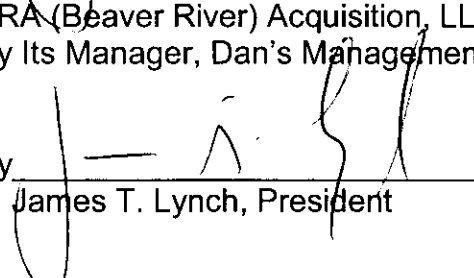
Section V

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

Kingstown Management Company, LLC

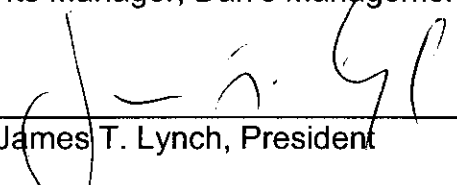
By 
James T. Lynch, Manager

KRA (Beaver River) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

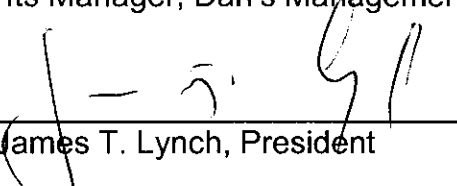
By 
James T. Lynch, President

2009 DEC 29 PM 12:53
STATE OF RHODE ISLAND
RECORDS DIVISION

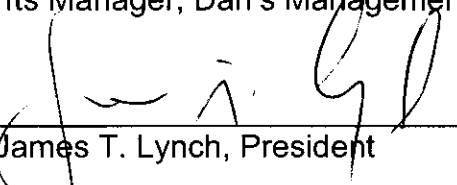
KRA (Centerville) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

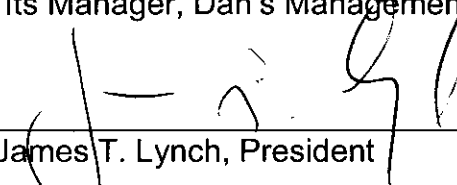
KRA (Chepachet) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

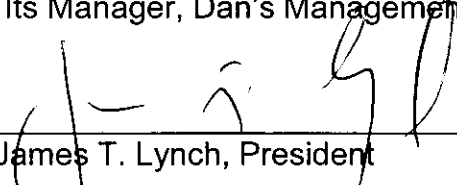
KRA (Driveshaft) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

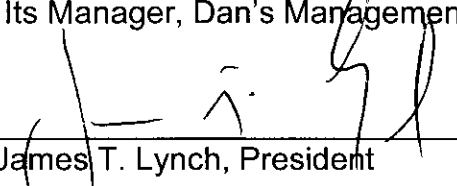
KRA (Glocester) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

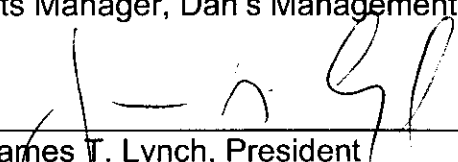
KRA (Hopkins Hill) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

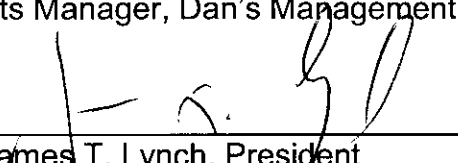
KRA (Pascoag) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

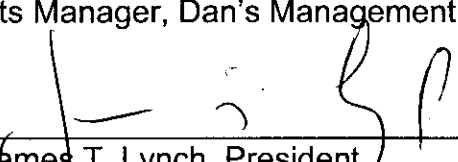
KRA (Plain) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

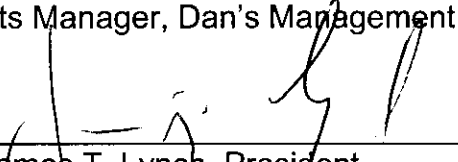
KRA (Post) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

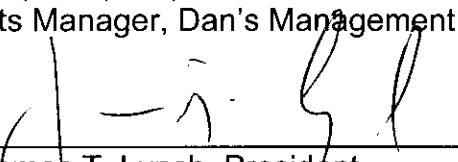
KRA (Rich) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

KRA (Rock) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

KRA (Slate) Acquisition, LLC
By Its Manager, Dan's Management Company, LLC

By 
James T. Lynch, President

AGREEMENT AND PLAN OF LIQUIDATION BY STATUTORY MERGER

THIS AGREEMENT AND PLAN OF LIQUIDATION BY STATUTORY MERGER is made and entered into as of December 1, 2008 by and among KINGSTOWN MANAGEMENT COMPANY, LLC ("Kingstown Management"), a Limited Liability Company organized and existing under the laws of the State of Rhode Island (Kingstown Management being hereinafter sometimes referred to as the "Surviving LLC"), KRA (BEAVER RIVER) ACQUISITION, ("Beaver River"), KRA (CENTERVILLE) ACQUISITION, LLC ("Centerville"), KRA (CHEPACHET) ACQUISITION, LLC ("Chepachet"), KRA (DRIVESHAFT) ACQUISITION, LLC ("Driveshaft"), KRA (GLOCESTER) ACQUISITION, LLC ("Glocester"), KRA (HOPKINS HILL) ACQUISITION, LLC ("Hopkins Hill"), KRA (PLAIN) ACQUISITION, LLC ("Plain"), KRA (POST) ACQUISITION, LLC ("Post"), KRA (RICH) ACQUISITION, LLC ("Rich"), KRA (ROCK) ACQUISITION, LLC ("Rock") and KRA (SLATE) ACQUISITION, LLC ("Slate") all being Limited Liability Companies organized and existing under the laws of the State of Rhode Island and hereinafter sometimes collectively referred to as the "Merging LLCs"), and the said Surviving LLC and the Merging LLCs being hereinafter sometimes referred to collectively as the "Constituent LLCs");

WHEREAS, the Managers and Members of each of the Constituent LLCs deem it advisable and in the best interests of the Constituent LLCs that the Merging LLCs be merged with and into Kingstown Management, with Kingstown Management being the Surviving LLC, under and pursuant to the Laws of the State of Rhode Island and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I MERGER

1.1 The Merging LLC shall be merged with and into Kingstown Management in accordance with the provisions of Section 7-16-59 et. seq. of the General Laws of Rhode Island, as amended. The separate legal existence of Beaver River, Centerville, Chepachet, Glocester, Hopkins Hill, Plain, Post, Rich, Rock and Slate shall thereby cease and Kingstown Management shall be the Surviving LLC.

1.2 The name of the Surviving LLC after the merger shall be "Kingstown Management Company, LLC".

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging LLCs shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving LLC shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Article of Organization, of the Constituent LLCs. All the rights,

privileges, powers and franchises of the Merging LLCs, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging LLCs, and all debts due on whatever account to it, including all causes of action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving LLC without further act or deeds; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging LLCs shall be thereafter as effectively the property of the Surviving LLC as they were of the Merging LLCs.

1.4 From and after the Effective Time, the Surviving LLC shall be subject to all the duties and liabilities of a limited liability company organized under the General Laws of Rhode Island and shall be liable and responsible for all the liabilities and obligations of the Constituent LLCs. The rights of the creditors of the Constituent LLCs, or of any person dealing with such Constituent LLCs, or any liens upon the property of such limited liability companies, shall not be impaired by the merger, and any claim existing or actual proceeding pending by or against any of such limited liability companies may be prosecuted to judgment as if the merger had not taken place, or the Surviving LLC may be proceeded against or substituted in the place of the Merging LLCs. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving LLC shall continue unaffected and unimpaired by the merger.

ARTICLE II

Terms and Conditions of the Merger

The terms and conditions of the merger shall be as follows:

2.1 The merger shall be deemed to be effective as of December 1, 2008 or at such date as required under the laws of the State of Rhode Island. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent LLCs shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving LLC shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving LLC full title to all of the property, assets, rights, privileges and franchises of the Constituent LLCs, or any of them, the officers, managers and members of the Constituent LLCs shall execute and deliver all such instruments and take all further actions as the Surviving LLC may determine to be necessary or desirable in order to vest in and confirm to the Surviving LLC title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

2.3 As soon as practicable, the Constituent LLCs shall file (or cause to

be filed), pursuant to Section 7-16-62 of the Rhode Island General Laws, as amended, Articles of Merger with the Secretary of State of the State of Rhode Island.

ARTICLE III

Articles of Organization and Operating Agreement; Officers and Managers

3.1 The Articles of Organization of Kingstown Management Company, LLC, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Organization of the Surviving LLC until duly amended in accordance with law, and no change to such Articles of Organization shall be effected by the merger.

3.2 The Operating Agreement of Kingstown Management Company, LLC, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Operating Agreement of the Surviving LLC until duly amended in accordance with law, and no change to such Operating Agreement shall be effected by the merger.

3.3 The persons or entities who are the Officers and Managers of Kingstown Management Company, LLC immediately prior to the Effective Time shall, after the merger, continue to be the Officers and Managers of the Surviving LLC without change, to serve, subject to the provisions of the Operating Agreement of the Surviving LLC, until their successors have been duly elected and qualified in accordance with the laws of the State of Rhode Island, the Articles of Organization and the Operating Agreement of the Surviving LLC.

ARTICLE IV

Conversion of Membership Interests

4.1 The manner of converting membership interest of the Surviving LLC and the Merging LLCs as a result of the merger shall be as follows:

(a) No conversion will occur with respect to the membership interests of Kingstown Management Company, LLC issued and outstanding immediately prior to the Effective Time. Each membership interest of Kingstown Management Company, LLC issued and outstanding immediately prior to the Effective Time shall remain the issued and outstanding membership interest of Kingstown Management Company, LLC on the Effective Time and thereafter.

(b) Upon the effectiveness of the merger, all membership interests of the Merging LLCs, by virtue of the merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of any certificate which may exist representing any such membership interest shall thereafter cease to have any rights with respect to such membership interest.

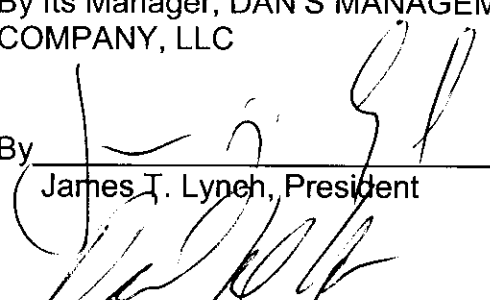
ARTICLE V
Miscellaneous

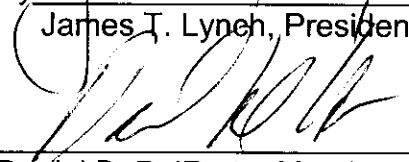
5.1 This Agreement and Plan embodies the entire Agreement between the parties thereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

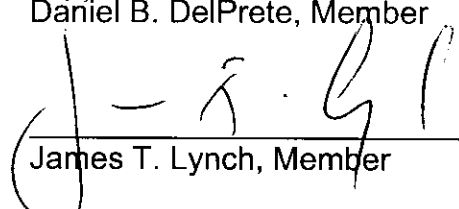
IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers, managers and member of the Constituent LLCs pursuant to the authorization by the managers and members of the Constituent LLCs, all as of the day and year first above written.

KINGSTOWN MANAGEMENT
COMPANY, LLC
By Its Manager, DAN'S MANAGEMENT
COMPANY, LLC

By

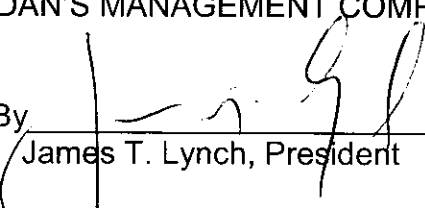

James T. Lynch, President


Daniel B. DelPrete, Member


James T. Lynch, Member

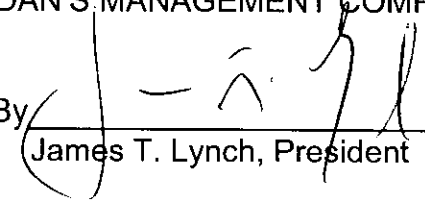
KRA (BEAVER RIVER) ACQUISITION,
LLC, By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By

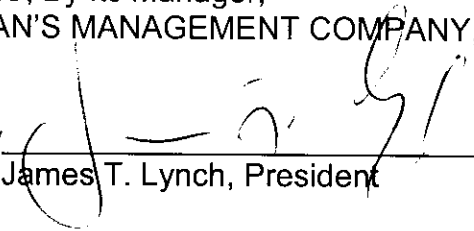

James T. Lynch, President

KRA (CENTERVILLE) ACQUISITION,
LLC, By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

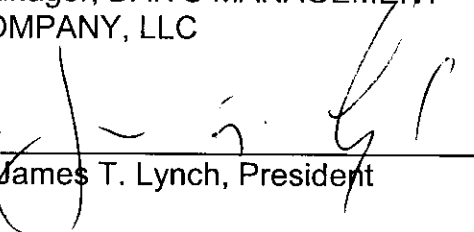
By


James T. Lynch, President

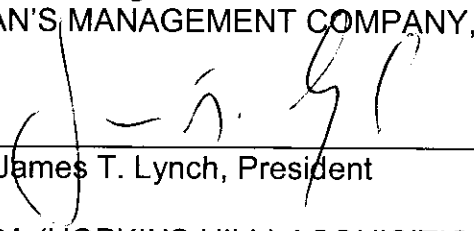
KRA (CHEPACHET) ACQUISITION,
LLC, By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By 
James T. Lynch, President

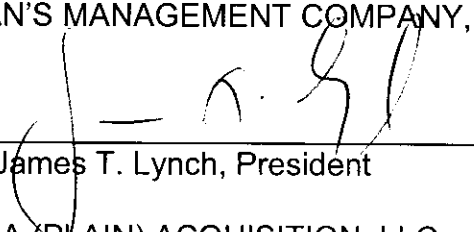
KRA (DRIVESHAFT) ACQUISITION,
LLC, By Its
Manager, DAN'S MANAGEMENT
COMPANY, LLC

By 
James T. Lynch, President

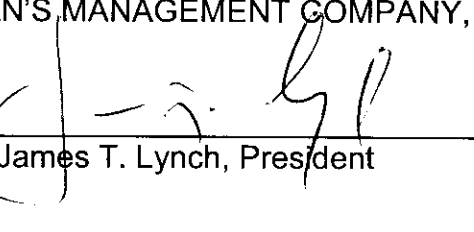
KRA (GLOCESTER) ACQUISITION, LLC
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By 
James T. Lynch, President

KRA (HOPKINS HILL) ACQUISITION,
LLC, By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

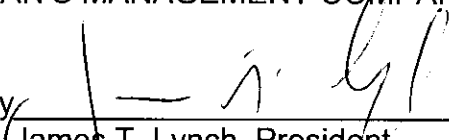
By 
James T. Lynch, President

KRA (PLAIN) ACQUISITION, LLC
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By 
James T. Lynch, President

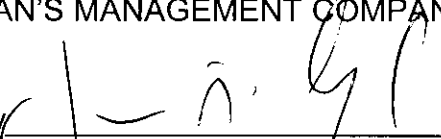
KRA (POST) ACQUISITION, LLC,
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By


James T. Lynch, President

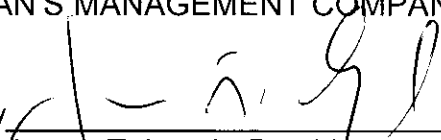
KRA (RICH) ACQUISITION, LLC,
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By


James T. Lynch, President

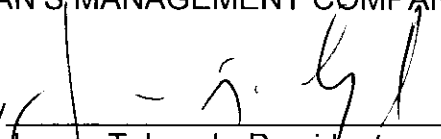
KRA (ROCK) ACQUISITION, LLC
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By


James T. Lynch, President

KRA (SLATE) ACQUISITION, LLC
By Its Manager,
DAN'S MANAGEMENT COMPANY, LLC

By


James T. Lynch, 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

