

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
METROLEX 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
PETROLEX II LLC	Limited liability company	RI
METROLEX LLC	Limited liability company	MA

- 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 **METROLEX LLC**

which is to be governed by the laws of the state of **Commonwealth 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:

PETROLEX II LLC

- 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:

101 Corliss Street, Providence, Rhode Island 02904

- 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 _____

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

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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.

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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.

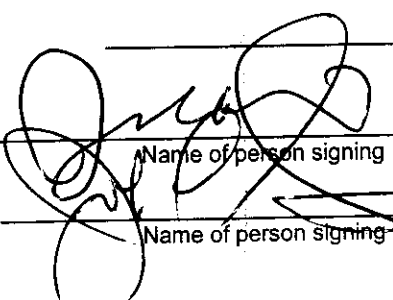
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SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

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.

PETROLEX II LLC

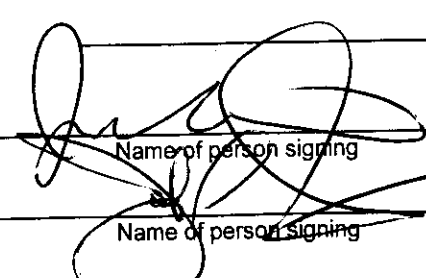
Print Entity Name

By:  _____
Name of person signing President Title of person signing

By: _____
Name of person signing Vice President Title of person signing

METROLEX LLC

Print Entity Name

By:  _____
Name of person signing President Title of person signing

By: _____
Name of person signing Vice President Title of person signing

PLAN AND AGREEMENT OF MERGER

PETROLEX II LLC

and

METROLEX LLC

THIS AGREEMENT, made as of the ^{27th}27 day of September, 2010 between PETROLEX II LLC.. a Rhode Island limited liability company (hereinafter sometimes referred to as "Petrolex") and METROLEX LLC, a Massachusetts limited liability company (hereinafter sometimes referred to as "Metrolex" or the "Surviving Company").

W I T N E S S E T H :

WHEREAS, PETROLEX II LLC was duly organized under the laws of Rhode Island on August 31, 2001 and continuously since that date has been and now is a company existing under and by virtue of the laws of said State. The Members of Petrolex are Joseph A. Santoro, having a forty percent (40%) interest, John C. Santoro, having a forty percent (40%) interest, and Anthony M. Santoro, Jr., having a twenty percent (20%) interest; and

WHEREAS, METROLEX LLC was duly incorporated under the laws of the Commonwealth of Massachusetts on September²⁷27, 2010 and continuously since that last mentioned date has been and now is a company existing under and by virtue of the laws of said Commonwealth of Massachusetts. The sole Member of Metrolex is Petrolex; and

WHEREAS, the Members of these companies deem it advisable and in the best interests of their respective companies that PETROLEX II LLC merge with Metrolex and that the surviving company shall be Metrolex in accordance with the Internal Revenue Code Section _____. The merger will

result in the achievement of an important corporate business purpose. As a result of this transaction, the parent company, Petrolex, will merge into its wholly owned subsidiary, Metrolex, thereby changing the domicile of Petrolex from Rhode Island to Massachusetts.

NOW THEREFORE, it is agreed:

1. Effective Date. If adopted by the Members of the Surviving Company and Petrolex pursuant to Rhode Island law and Massachusetts law, at separate meetings to be held on September 27, 2010, this Agreement of Merger and/or a Certificate of Merger, as the case may be, shall be certified, signed, and acknowledged, filed and recorded pursuant to the laws of Rhode Island and Massachusetts as promptly as practicable. At the meetings of the Members of Petrolex and the Surviving Company there shall be submitted this Plan and Agreement of Merger of Petrolex and the Surviving Company pursuant to the applicable laws of the Commonwealth of Massachusetts and the General Laws of Rhode Island, 1956, as amended, respectively, and if approved and adopted by the Members of Petrolex and the Surviving Company in conformity with the laws of the State of Rhode Island and the Commonwealth of Massachusetts, the Manager of Petrolex and the Manager of the Surviving Company shall certify hereon the fact of the vote so approving and adopting this Agreement of Merger under the seals of their respective companies, and this Plan and Agreement of Merger, so certified, and the Articles of Merger shall be signed, acknowledged, filed and recorded pursuant to the laws of the State of Rhode Island and the Commonwealth of Massachusetts as promptly as practicable. Upon filing and recording of Plan and Agreement of Merger and the Articles of Merger by the Surviving Company pursuant to Massachusetts law, the merger provided for herein shall become effective as of midnight, September 30, 2010, which time is herein called the "Effective Date".

2. **Merger.** Petrolex shall be merged into Metrolex on the Effective Date and Metrolex shall survive such merger and continue its existence under the Articles of Organization of Metrolex now in effect.

3. **Articles of Organization.** The Articles of Organization of Metrolex shall be the Articles of Organization of Metrolex now in effect.

4. **Operating Agreement.** The Operating Agreement of Metrolex shall continue to be that of Metrolex as the Surviving Company until amended as provided by law.

5. **Terms and conditions of Merger.** The terms and conditions of the merger, the mode of carrying the same into effect as well as the manner of converting interests in Petrolex into interests of the Surviving Company shall be as follows:

(a) **Member's Interests in Metrolex.** None of the Member's interest in the Surviving Company existing at the time of the Effective Date shall be converted as a result of the merger; rather, such interest in the Surviving Company shall be cancelled.

(b) **Member's Interests in Petrolex.** At the time of the Effective Date of the merger, each Member's interest in Petrolex shall be converted and become an equivalent interest in the Surviving Company upon surrender to the Surviving Company of such Member's Interest for cancellation.

(c) **Surrender of Member's Interests.** As soon as practicable after the Effective Date of the merger, each Member's Interest in Petrolex existing as of the Effective Date shall be surrendered to the Surviving Company for exchange as hereinabove provided. Until so surrendered, each Member's Interest in Petrolex shall be deemed for all company purposes to evidence the ownership of the percentage of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to the Surviving Company.

6. Possession and Enjoyment, Etc. On the Effective Date of the merger, the Surviving Company shall succeed, without other transfer, to possession and enjoyment of all the rights, privileges, powers and franchises, as well of public as of private matters, including ownership of, and the right to use of, the presently existing Employer Identification Number assigned to Petrolex by the Internal Revenue Services, viz EIN No. 42-1531246. and be subject to all of the restrictions, disabilities and duties of Petrolex and all the property, real, personal and mixed, and all debts due to Petrolex on whatever account shall be vested in the Surviving Company, provided, however, that all rights of creditors and all liens upon any property of Petrolex shall be preserved, unimpaired, and all the debts, liabilities and duties of Petrolex shall hereafter attached to the Surviving Company, shall be assumed by it and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company; and provided further, that any action or proceeding pending by or against Petrolex may be prosecuted to judgment as if the merger had not taken place or the Surviving Company may be submitted in place of Petrolex.

7. Duties of Petrolex. Petrolex agrees that from time to time, if and when required by the Surviving Company or by its successors and assigns, it will execute and deliver, or caused to be executed and delivered. all such deeds and other instruments, and will take, or cause to be taken, such further and continuing action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title and possession of all of its property, rights, privileges, powers and franchises, and otherwise to carry out the intent and purpose of this Agreement.

8. Expenses. The Surviving Company shall pay all expenses of carrying this Agreement into effect and of the merger.

9. Assets and Liabilities. The assets and liabilities of Petrolex acquired by the Surviving Company shall be taken on the books of the Surviving

Company at the amounts at which they shall be carried at the Effective Date of the merger on the books of Petrolex.

10. Name. The name of the Surviving Company shall become, on the Effective Date, PETROLEX II LLC.

11. Amendment. The Surviving Company hereby reserves the right to amend, alter, change or repeal any provisions contained in its Articles of Organization in the manner now or hereafter prescribed by law, and all rights, and powers of whatsoever nature conferred by the Articles of Organization upon any Member, director or other person shall be subject to this reservation.

12. Members of the Surviving Company. On the Effective Date, the Members of the Surviving Company and their respective Membership Interests shall be as follows:

<u>Name of Member</u>	<u>Percentage Interest</u>
Joseph A. Santoro	40%
John C. Santoro	40%
Anthony M. Santoro, Jr.	20%

13. Officers of the Surviving Company. On the Effective Date, the officers of the Surviving Company shall be as follows and shall serve until their respective successors are duly elected and qualified by the vote of the Members holding not less than eighty percent (80%) of the Membership Interest in the Surviving Company:

Joseph A. Santoro	President
John C. Santoro	Vice President
Joseph A. Santoro	Treasurer
John C. Santoro	Secretary

IN WITNESS WHEREOF, PETROLEX II LLC has signed its company name, by its President and Secretary, and METROLEX LLC has signed its

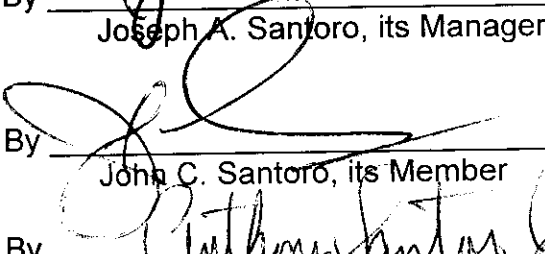
company name, by its President and Secretary, all as of the day and year first above written.

PETROLEX II LLC

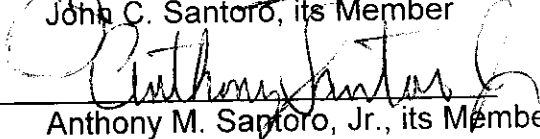
By


Joseph A. Santoro, its Manager and Member

By


John C. Santoro, its Member

By

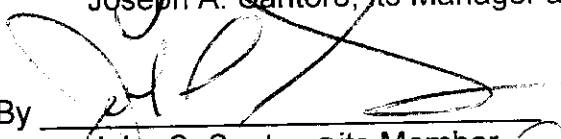

Anthony M. Santoro, Jr., its Member

METROLEX LLC

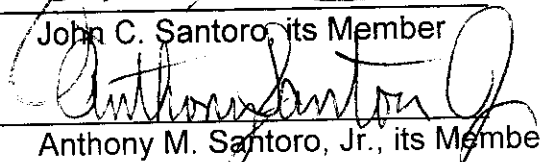
By


Joseph A. Santoro, its Manager and Member

By


John C. Santoro, its Member

By


Anthony M. Santoro, Jr., its Member

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

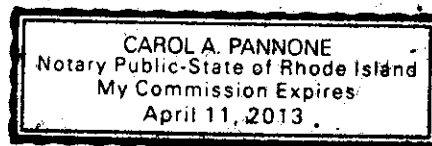
In Providence on this 27th day of September, 2010 before me personally appeared Joseph A. Santoro, John C. Santoro and Anthony M. Santoro, Jr., by me known and known by me to be the Manager and Member, Member and Member respectively of PETROLEX II LLC and the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed in their aforesaid capacity, to be their free act and deed and the free act and deed of PETROLEX II LLC.



Notary Public

My Commission Expires: 04-11-2013

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

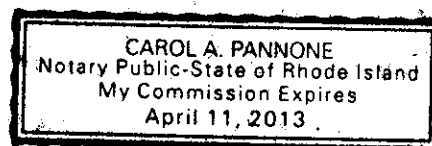


In Providence on this 27th day of September, 2010 before me personally appeared Joseph A. Santoro, John C. Santoro and Anthony M. Santoro, Jr., by me known and known by me to be the Manager and Member, Member and Member respectively of METROLEX LLC and the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed in their aforesaid capacity, to be their free act and deed and the free act and deed of METROLEX LLC.



Notary Public

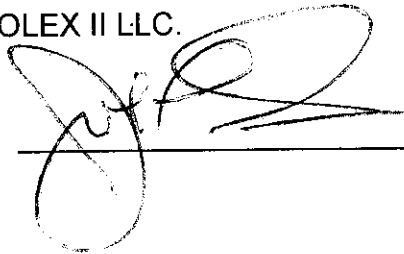
My Commission Expires: 04-11-2013



CERTIFICATE

I, JOHN C. SANTORO, the duly elected, qualified and acting Secretary of PETROLEX II LLC hereby certify that the foregoing Agreement of Merger between PETROLEX II LLC and METROLEX LLC, dated as of September 27, 2010, was adopted by the unanimous consent of the Members of PETROLEX II LLC on September 27, 2010 in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, I have hereunto set my hand as said Secretary and affixed the corporate seal of PETROLEX II LLC.



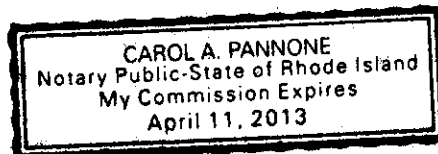
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Subscribed and sworn to before me in the City of Providence this 14th day of September, 2010.



Notary Public

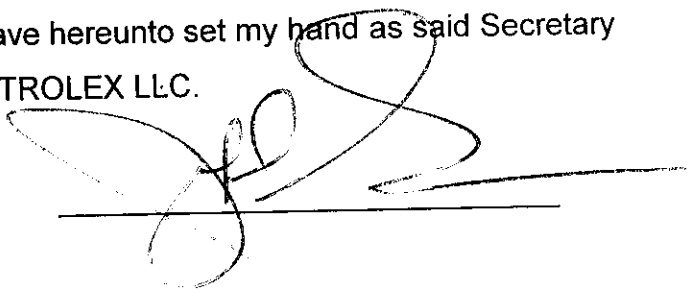
My Commission Expires: 14-11-2013



CERTIFICATE

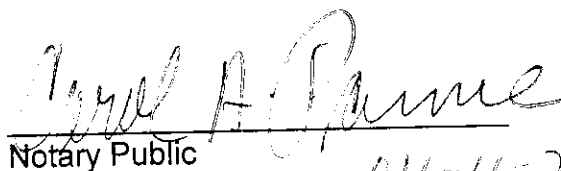
I, JOHN C. SANTORO, the duly elected, qualified and acting Secretary of METROLEX LLC hereby certify that the foregoing Agreement of Merger between PETROLEX II LLC and METROLEX LLC, dated as of September 27, 2010, was adopted by the unanimous consent of the Members of PETROLEX II LLC on September 27, 2010 in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, I have hereunto set my hand as said Secretary and affixed the corporate seal of METROLEX LLC.



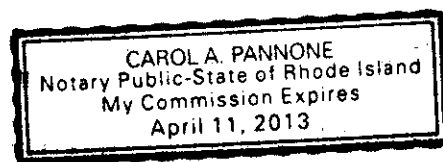
STATE OF RHODE ISLAND
COUNTY OF NEWPORT

Subscribed and sworn to before me in the City of Providence this 14th day of September, 2010.



Notary Public

My Commission Expires: 04-11-2013





STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

120175

GREGORY A PORCARO
ORLANDO, PORCARO & ASSOCIATES
1230 GREENWICH AVE
WARWICK, RI 02886

LETTER OF GOOD STANDING

It appears from our records that **PETROLEX II LLC** has filed all the required returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of **11/4/2010** regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Steven A. Cobb
Chief Revenue Agent
Office Audit and Discovery

421531246-00:10040258



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. RALPH MOLLIS

Secretary of State

