

Filing Fee: See Instructions

ID Number: 9344



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

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RECEIVED
SECRETARY OF STATE
DIVISION OF BUSINESS SERVICES

ARTICLES OF MERGER OR CONSOLIDATION INTO

Scituate Oil Company, 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
Scituate Leasing Corp. 6219 (ID#)	business corporation	Rhode Island
Scituate Oil Company, Inc.	business 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 Scituate Oil Company, 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:
- 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 Immediately 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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**AGREEMENT OF MERGER BETWEEN
SCITUATE OIL COMPANY, INC.
and SCITUATE LEASING CORP.**

Agreement of Merger made the 17th day of October, 2011, between Scituate Oil Company, Inc., a Rhode Island corporation,, hereinafter called "Scituate Oil" and Scituate Leasing Corp., a Rhode Island corporation, hereinafter called "Scituate Leasing".

WHEREAS, Scituate Oil was duly organized under the laws of the State of Rhode Island on December 23, 1982 and has an authorized capital stock consisting of 1000 shares of Common Stock, no par value, of which 500 shares have been duly issued and are now outstanding, and

WHEREAS, the principal office of Scituate Oil in the State of Rhode Island is located at 90 Peeptoad Road, North Scituate, Rhode Island 02857, and

WHEREAS, the Scituate Leasing was duly organized under the laws of the State of Rhode Island on June 10, 1987 and has an authorized capital stock consisting of 1000 shares of Common Stock, no par value, of which 560 shares have been duly issued and are now outstanding, and

WHEREAS, the principal office of Scituate Leasing is located at 90 Peeptoad Road, North Scituate, Rhode Island 02857,

WHEREAS, the Board of Directors of Scituate Oil and of Scituate Leasing, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that Scituate Leasing merge with Scituate Oil under and pursuant to the provisions of Title 7 of the Rhode Island General Laws, as amended.

WHEREAS, the shareholders of the outstanding shares of Common Stock of Scituate Leasing have unanimously voted for the approval of the merger between Scituate Leasing and Scituate Oil under and pursuant to the provisions of Chapter 7-1.2-1002 of the General Laws of the State of Rhode Island.

WHEREAS, at the effective date of this Agreement, Scituate Leasing shall be merged into Scituate Oil, with Scituate Oil being the surviving corporation.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. Merger. Scituate Leasing shall be and it hereby is merged into Scituate Oil.

2. **Effective Date.** This Agreement of Merger shall become effective immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Rhode Island, the time of such effectiveness hereinafter called the "Effective Date".

3. **Surviving Corporation.** Scituate Oil shall survive the merger herein contemplated, shall continue to be governed by the laws of the State of Rhode Island and shall continue unaffected and unimpaired by this merger, but the separate corporate existence of Scituate Leasing shall cease forthwith upon the Effective Date, and the corporate identity and existence with all the purposes, powers and privileges of Scituate Leasing shall be merged into Scituate Oil. Scituate Oil as the corporation surviving the merger and with the name Scituate Oil Company, Inc., shall be fully vested with all such purposes, powers and privileges, and fully charged with all existing obligations of the agreeing corporations.

4. **Authorized Capital.** The authorized capital stock of Scituate Oil following the Effective Date shall be 1000 shares of Common Stock, no par value, unless and until the same shall be changed in accordance with the laws of the State of Rhode Island.

5. **Certificate of Incorporation.** The Certificate of Incorporation set forth in Appendix A hereto shall be the Certificate of Incorporation of Scituate Oil following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of Scituate Oil or upon any other person whomsoever are subject to this reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of Scituate Oil separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of Scituate Oil.

6. **Bylaws.** The Bylaws of the surviving corporation at the Effective Date of merger shall be the Bylaws of Scituate Oil unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **Further Assurance of Title.** If at any time Scituate Oil shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Scituate Oil any right, title, or interest in Scituate Leasing held immediately prior to the Effective Date, Scituate Leasing and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in Scituate Leasing as shall be necessary to carry out the purposes of this Agreement of Merger, and Scituate Oil and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Scituate Leasing or otherwise.

8. **Conversion of Outstanding Stock.** Forthwith upon the Effective Date, four of the issued and outstanding shares of Common Stock of Scituate Leasing and all rights in respect thereof

shall be converted into one fully paid and nonassessable share of Common Stock of Scituate Oil. The holders of such certificates shall be required to immediately surrender the same in exchange for certificates of Common Stock of Scituate Oil. As shares of Common Stock of Scituate Leasing are surrendered for transfer, Scituate Oil will cause to be issued certificates representing shares of Common Stock of Scituate Oil. Upon surrender by any holder of certificates nominally representing shares of Common Stock of Scituate Leasing, Scituate Oil will cause to be issued therefor certificates for one (1) share of the Common Stock of Scituate Oil for every four (4) shares of Scituate Leasing.

9. Outstanding Indebtedness. Forthwith upon the Effective Date, all of the presently outstanding loans, notes and accounts payable of Scituate Leasing shall be and become obligations of Scituate Oil, in the same manner and to the same extent as the same constituted obligations of Scituate Leasing immediately prior to the Effective Date.

10. Book Entries. The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of Scituate Oil in accordance with the following:

- (a) The assets and liabilities of Scituate Leasing shall be recorded at the amounts at which they are carried on the books of Scituate Leasing immediately prior to the Effective Date.
- (b) There shall be credited to Capital Account the aggregate amount of the no par value per share of all the Common Stock of Scituate Oil resulting from the conversion of the outstanding Common Shares of Scituate Leasing.
- (c) There shall be credited to Capital Surplus Account an amount equal to that carried on the Capital Surplus Account of Scituate Leasing immediately prior to the Effective Date.
- (d) There shall be credited to Retained Earnings Account an amount equal to that carried on the Retained Earnings Account of Scituate Leasing immediately prior to the Effective Date.

14. Directors. The names and post office addresses of the first directors of Scituate Oil following the Effective Date, who shall be three (3) in number and who shall hold office from the Effective Date until the annual meeting of shareholders of Scituate Oil and until their successors shall be elected and shall qualify, are as follows:

<u>Names</u>	<u>Post Office Addresses</u>
Barbara A. D'Allesandro	90 Peeptoad Road, N. Scituate, RI 02857
Donna Rescio	6 Heath Street, Johnston, RI 02919
Eugene K. D'Allesandro, Jr.	26 Green Hill Road, Johnston, RI 02919

15. Officers. The names and post office addresses of the first officers of Scituate Oil following the Effective Date, who shall be _____ (#) in number and who shall hold office from the Effective Date until their successors shall be appointed and shall qualify or until they shall resign or be removed from office, are as follows:

<u>Names</u>	<u>Offices</u>	<u>Post Office Addresses</u>
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16. Termination. This Agreement of Merger may be terminated or abandoned by action of either Board of Directors of the respective corporations at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

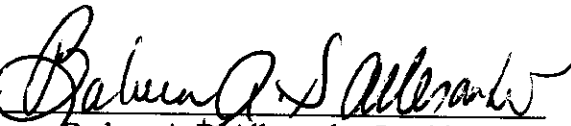
17. Upon the merger becoming effective, all the rights, immunities, privileges, powers and franchises of each of the corporations, both of a public and a private nature, all property, real, personal and mixed, all debts due on account, as well for stock subscriptions as all other things in action or belonging to each of the corporation, and all and every other interest, shall vest in Scituate Oil without further act or deed as effectually as they were vested in the several and respective former corporations, and the title to any real estate, whether vested by deed or otherwise in either of the corporations, shall not revert or be in any way impaired by reason of the merger; but Scituate Oil shall not by the merger acquire authority to engage in any business or to exercise any right for the engaging in or exercising of which a corporation may not be formed under the provisions of Chapter 7-1.2 of the General Laws of the State of Rhode Island.

18. Scituate Oil shall upon the merger and thenceforth assume and be responsible for all debts, liabilities, obligations and duties of each of the corporations and all said debts, liabilities, obligations and duties shall thenceforth attach to Scituate Oil and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of each corporation or of their shareholders, directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either corporation, or any liens upon the property of either of the corporations, be impaired by the merger, and all rights of creditors and all liens upon the property of either of the corporations shall be preserved unimpaired, and any action or proceeding pending by or against either of the corporations may be prosecuted to judgment the same as if the merger had not taken place, which judgment shall bind Scituate Oil, or Scituate Oil may be proceeded against or substituted in its place. If at any time after the effective date of the merger Scituate Oil shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in Scituate Oil, the title to any property or rights of Scituate Leasing acquired or to be acquired by reason of, or as a result of, the merger, Scituate Leasing's proper officers and

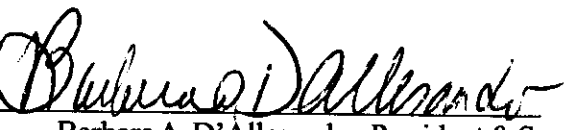
directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Scituate Oil and otherwise to carry out the purpose of this Agreement.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by the President and Secretary/Clerk and its corporate seal to be hereunto affixed.

SCITUATE OIL COMPANY, INC.

By 
Barbara A. D'Allesandro, President & Secretary

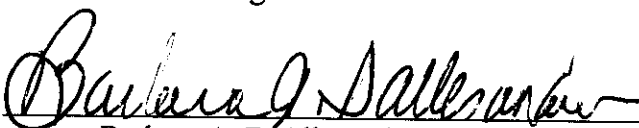
SCITUATE LEASING CORP.

By 
Barbara A. D'Allesandro, President & Secretary

The undersigned, President of Scituate Oil Company., verifies that all the information and facts contained herein are true and accurate to the best of her knowledge.


Barbara A. D'Allesandro

The undersigned, President of Scituate Leasing Corp., verifies that all the information and facts contained herein are true and accurate to the best of his knowledge.


Barbara A. D'Allesandro

State of Rhode Island
County of

In Johnston, RI on the 26th day of October, 2011, before me, the undersigned notary, appeared Barbara A. D'Allesandro, in her capacity as President and Secretary of Scituate Oil Company, Inc., personally known to me, to be the party executing the foregoing instrument for and in the name and behalf of said Scituate Oil Company, Inc. and she acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of Scituate Oil Company, Inc.

Walter K. Karspeck
Notary Public

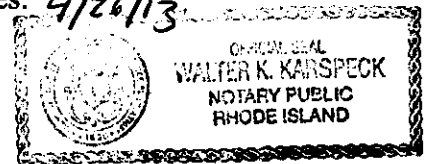
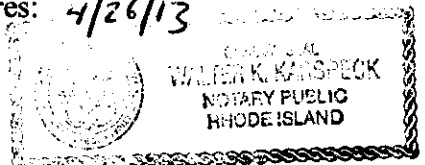
My commission expires: 4/26/13

State of Rhode Island
County of

In Johnston, RI on the 26th day of October, 2011, before me, the undersigned notary public, appeared Barbara A. D'Allesandro, President and Secretary of Scituate Leasing Corp., personally known to me to be the party executing the foregoing instrument for and in the name and behalf of said Scituate Leasing Corp. and she acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of Scituate Leasing Corp.

Walter K. Karspeck
Notary Public

My commission expires: 4/26/13





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

