

Filing Fee: See Instructions

ID Number: 117430



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

ARTICLES OF MERGER OR CONSOLIDATION INTO

Centofanti Realty, 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 Centofanti Realty, LLC and BarCento Realty, LLC.

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 Centofanti Realty, 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:

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

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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]
SECRETARY OF STATE
CORPORATIONS DIV

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.

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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:

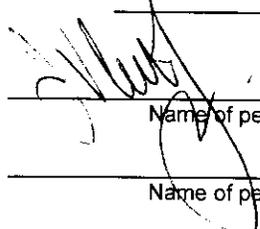
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity 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.

Centofanti Realty, LLC

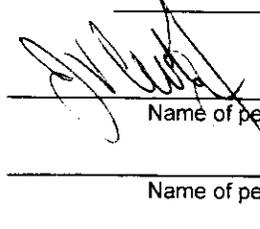
Print Entity Name

By:  _____
Name of person signing Title of person signing
Joseph V. Centofanti, Member

By: _____
Name of person signing Title of person signing

BarCento Realty, LLC

Print Entity Name

By:  _____
Name of person signing Title of person signing
Joseph V. Centofanti, Member

By: _____
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This, **AGREEMENT AND PLAN OF MERGER** dated May 7, 2012, by and between Centofanti Realty, LLC, a Rhode Island limited liability company (“Centofanti”) and BarCento Realty, LLC, a Rhode Island limited liability company (“BarCento”).

The members of Centofanti and the members of BarCento respectively deem it advisable for the welfare and best interests of the companies that BarCento be merged with and into Centofanti on the terms and condition hereinafter set forth, and in accordance with the provision of the Rhode Island Limited Liability Company Act (the “RILLCA”).

In consideration of the promises, the mutual covenants and agreements contained herein and the benefits to accrue to the parties hereto, and subject to the approval of the members and shareholders of BarCento and Centofanti, as required by law, and the satisfaction or waiver of the other conditions contained herein, the parties hereto hereby agree that BarCento shall be merged with and into Centofanti pursuant to the laws of the State of Rhode Island, and hereby agree, prescribe and set forth the terms and conditions of the merger and the other details and provisions of the merger, as follows:

1 Merger of BarCento into Centofanti

1.1 Merger.

1.1.1 The merger of BarCento with and into Centofanti (the “Merger”) shall be effected by filing Articles of Merger (the “Rhode Island Articles of Merger”) with the Secretary of State of the State of Rhode Island pursuant to Section 7-16 of the RILLCA. The Merger shall be effected on the basis set forth in Section 7-16. The term “Effective Date” and/or “Effective Time” shall mean the later of January 1, 2012 or the date upon which the Articles of Merger are filed with the Secretary of State of Rhode Island.

1.1.2 The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Poore & Rosenbaum LLP, 30 Exchange Terrace, Providence, Rhode Island at a time to be determined to be effective as of the Effective Date.

1.2 Manner of Merger. BarCento shall be merged, in accordance with the RILLCA, with and into Centofanti, which shall be and is hereinafter sometimes referred to as the “Surviving Company”. The Surviving Company shall continue its corporate existence under the laws of the State of Rhode Island, and its principal place of business shall be located in Cranston, Rhode Island.

1.3 Terms of the Merger.

- 1.3.1 Articles of Organization. The Articles of Organization of Centofanti, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Company, subject to further amendment as provided by law.
- 1.3.2 Operating Agreement. The Operating Agreement of Centofanti, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Company until the same shall thereafter be altered, amended or repealed in accordance with RILLCA, the Articles of Organization of the Surviving Company and such Operating Agreement.
- 1.3.3 Officers of the Surviving Company. The Officers of Centofanti shall become, at the Effective Time, the Officers of the Surviving Company until their successors shall be duly elected and qualified.
- 1.3.4 Members. The membership interests of the Barcento members will be converted into membership interests in the Surviving Company equal to fifty percent (50%) of the outstanding percentage interest in the Surviving Company. Accordingly, the members of Barcento will own in the aggregate, after the merger, fifty percent (50%) of the outstanding percentage interest in the Surviving Company and the members of Centofanti will own in the aggregate, after the merger, fifty percent (50%) of the outstanding percentage interest in the Surviving Company
- 1.3.5 Effect of Merger. At the Effective Time, the Surviving Company shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public or of a private nature, of BarCento, and shall be subject to all the restrictions, disabilities and duties of BarCento, and all and any of the property, real, personal and mixed, and all debts due to BarCento on whatever account, as well as all other things and actions belonging to BarCento shall be vested by deed or otherwise, under the laws of Rhode Island or elsewhere, in the Surviving Company, and shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon property as of the Effective Time of BarCento shall be preserved unimpaired, and all debts, liabilities and duties of BarCento as of the Effective Time shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties and been incurred or contracted by it.

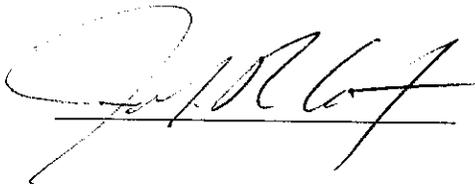
2 Actions of Companies.

- 2.1 Additional Actions. If, at any time after the Effective Time, the Surviving Company shall believe or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of BarCento acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, BarCento and its proper Officers and Members shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law, and to undertake all acts necessary or proper to

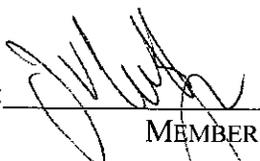
vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement. The Officers and Members of the Surviving Company are fully authorized in the name of BarCento or otherwise to take any and all such action.

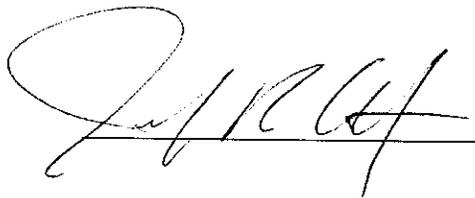
- 2.2 Execution. The respective Officers of BarCento and Centofanti shall make, execute and file, under the corporate seals of the respective Companies, whatever certificates and documents are required by the laws of the State of Rhode Island, and shall do all acts and things which may be in any way necessary or proper to effect such Merger.
- 3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.
- 4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island.
- 5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

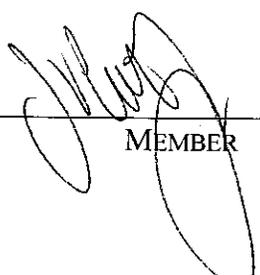


BARCENTO REALTY, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY

BY: 
MEMBER



CENTOFANTI REALTY, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY

BY: 
MEMBER



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

