

Filing Fee: See Instructions

ID Number: 28116



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

FILED

JUN 21 2012

ARTICLES OF MERGER OR CONSOLIDATION INTO

NRI Community Services, Inc.

(Insert full name of surviving or new entity on this line.)

Handwritten notes: BY [Signature] 12:11, 29-173193

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 NRI Community Services, Inc., Blackstone Valley Mental Health Realty Corporation, Inc., and Community Residential Services of Rhode Island, Inc.

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 NRI Community Services, 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 June 30, 2012

.....

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.

Vertical stamp: SECRETARY OF STATE DIVISION OF BUSINESS SERVICES JUN 21 2012 12:11

- 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**

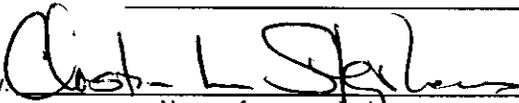
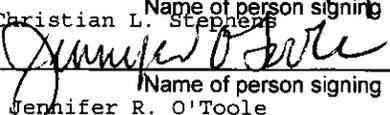
- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:
- \_\_\_\_\_
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or 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.

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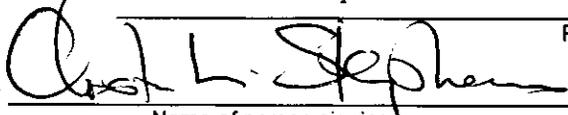
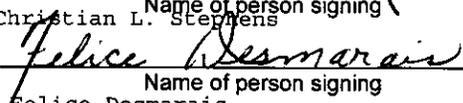
**SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES**

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.

NRI Community Services, Inc.

|     |   |       |                         |
|-----|---|-------|-------------------------|
|     |   | _____ | Print Entity Name       |
| By: |  | _____ | President               |
|     | Christian L. Stephens   | _____ | Title of person signing |
| By: |  | _____ | Secretary               |
|     | Jennifer R. O'Toole   | _____ | Title of person signing |

Blackstone Valley Mental Health Realty Corporation, Inc.

|     |   |       |                         |
|-----|---|-------|-------------------------|
|     |   | _____ | Print Entity Name       |
| By: |  | _____ | President               |
|     | Christian L. Stephens   | _____ | Title of person signing |
| By: |  | _____ | Secretary               |
|     | Felice Desmarais  | _____ | Title of person signing |

- 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**

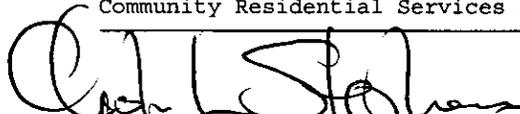
- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:
- \_\_\_\_\_
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or 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.

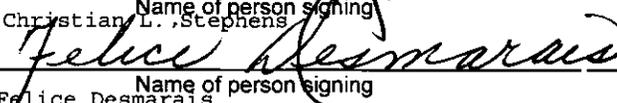
.....

**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.

Community Residential Services of Rhode Island, Inc.  
 \_\_\_\_\_  
 Print Entity Name

By:  \_\_\_\_\_  
 Name of person signing President  
 Christian L. Stephens Title of person signing

By:  \_\_\_\_\_  
 Name of person signing Secretary  
 Felice Desmarais Title of person signing

\_\_\_\_\_

Print Entity Name

By: \_\_\_\_\_  
 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 "Agreement") is entered into and effective as of June 30, 2012, by and among NRI Community Services, Inc., a Rhode Island nonprofit corporation (the "Surviving Corporation"), Blackstone Valley Mental Health Realty Corporation, Inc. a Rhode Island nonprofit corporation ("BVMHR") and Community Residential Services of Rhode Island, Inc., a Rhode Island nonprofit corporation ("CRS") (BVMHR and CRS each may be referred to herein as a "Merged Corporation" and collectively, as the "Merged Corporations"). The Surviving Corporation and the Merged Corporations are sometimes hereinafter referred to collectively as the "Constituent Corporations."

**WHEREAS**, BVMHR is a Rhode Island nonprofit corporation, its articles of incorporation having been filed on January 15, 1988 in the Office of the Secretary of State of Rhode Island, as the same have been amended to date;

**WHEREAS**, CRS is a Rhode Island nonprofit corporation, its articles of incorporation having been filed on December 3, 2001 in the Office of the Secretary of State of Rhode Island, as the same have been amended to date;

**WHEREAS**, the Surviving Corporation is a Rhode Island nonprofit corporation, its articles of incorporation (the "Articles") having been filed on July 1, 1966 in the Office of the Secretary of State of Rhode Island as Northern Rhode Island Mental Health Clinic, as the same have been amended to date;

**WHEREAS**, the Surviving Corporation is the sole corporate member of the Merged Corporations;

**WHEREAS**, the Merged Corporations have no capital stock;

**WHEREAS**, the Surviving Corporation has no capital stock;

**WHEREAS**, a majority of the members of BVMHR's Board of Directors and its sole corporate member, a majority of the members of CRS's Board of Directors and its sole corporate member and a majority of the members of the Surviving Corporation's Board of Directors deem it advisable that the Constituent Corporations merge and have duly approved and authorized the form of this Agreement; and

**WHEREAS**, the laws of the State of Rhode Island permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of the State of Rhode Island.

**NOW, THEREFORE**, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporations shall be and hereby are merged into the Surviving Corporation, which shall be the

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Surviving Corporation, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

**Section 1. Name.**

The name of the Surviving Corporation shall be the name that is reflected on the Articles.

**Section 2. Purposes.**

The purposes set forth in the Articles and the bylaws of the Surviving Corporation (the "Bylaws"), as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as its corporate purposes.

**Section 3. Articles of Incorporation.**

The Articles of the Surviving Corporation shall not be amended in any respect by reason of this Agreement.

**Section 4. Bylaws.**

The Bylaws of the Surviving Corporation, as they shall exist on the effective date of the merger ("Effective Date," further defined in Section 6), shall be and remain and continue to be the Bylaws thereof until they shall be altered, amended, or repealed as therein provided.

**Section 5. Directors and Officers.**

Persons who are directors and officers of the Surviving Corporation on the Effective Date shall be and remain and continue to be its directors and officers.

**Section 6. Effective Date of Merger.**

For all purposes under the laws of the State of Rhode Island, this Agreement and the merger herein provided for shall become effective on June 30, 2012 ("Effective Date") so long as (i) this Agreement shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and Rhode Island Articles of Merger ("Articles of Merger"), indicating its adoption and approval, shall have been executed in accordance with such laws; and (ii) the Articles of Merger shall have been filed in the Office of the Secretary of State of Rhode Island to become effective as of the Effective Date.

**Section 7. Effect of Merger.**

Upon the merger described herein becoming effective:

(a) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporations shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith;

(b) The Surviving Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(c) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

(d) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter the property, rights, privileges, powers and franchises of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of either of the Merged Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date; and all debts, liabilities, obligations, and duties of the Merged Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted for by it.

#### **Section 8. Delivery of Deeds and Instruments.**

From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement. For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

#### **Section 9. Expenses of Merger.**

The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

**Section 10. Abandonment of Merger.**

This Agreement, having been submitted to the Boards of Directors and sole corporate members of the Constituent Corporations, and having been duly approved and adopted by such Boards of Directors and sole corporate members, as applicable, demonstrates the agreement among the Constituent Corporations concerning the merger described herein; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective:

(a) By mutual consent of the Boards of Directors of the Constituent Corporations; or

(b) By the Board of Directors of any one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of any one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or any of its respective assets, or the merger, which, in the judgment of such Board of Directors, renders it inadvisable to proceed with the merger.

**Section 11. Service of Process.**

Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Merged Corporations. The Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Rhode Island as its agent upon whom may be served any notice, process or pleading in any such action or proceeding.

[Signature Block Appears On Next Page]

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized.

**SURVIVING CORPORATION**

NRI COMMUNITY SERVICES, INC.

By: 

Name: Christian L. Stephens

Title: President and C.E.O.

**MERGING CORPORATIONS**

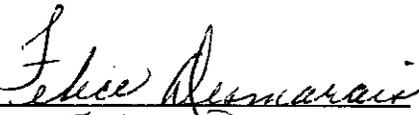
BLACKSTONE VALLEY MENTAL  
HEALTH REALTY CORPORATION,  
INC.

By: 

Name: Felice Desmarais

Title: Secretary

COMMUNITY RESIDENTIAL  
SERVICES OF RHODE ISLAND, INC.

By: 

Name: Felice Desmarais

Title: Secretary

**Attachment 2 to**  
**Articles of Merger**

NRI Community Services, Inc.

SECTION III(a) STATEMENT

1. The sole corporate Member of Blackstone Valley Mental Health Realty Corporation, Inc. ("BVMHRC"), being NRI Community Services, Inc. ("NRICS") adopted the Plan of Merger among BVMHRC, Community Residential Services of Rhode Island, Inc. ("CRS"), and NRICS (the "Plan"), by a majority vote of the Directors in office at a meeting held on May 14, 2012, at which a quorum of Directors was present.
2. The sole corporate Member of Community Residential Services of Rhode Island, Inc. ("CRS"), being NRI Community Services, Inc., adopted the Plan by a majority vote of the Directors in office at a meeting held on May 14, 2012, at which a quorum of Directors was present.
3. The Directors of NRI Community Services, Inc. adopted the Plan, by a majority vote of the directors in office, at a meeting held on May 30, 2012.