

42930

Filing fee: \$50.00

ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN CORPORATIONS  
INTO

Karot, Inc.

Pursuant to the provisions of Section 7-1.1-70 of the General Laws, 1956, as amended, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Karot, Inc.	Massachusetts
Lube SE of Coventry, Inc. 40408	Rhode Island
Lube SE of Cranston, Inc. 41162	Rhode Island
Lube SE of Johnston, Inc. 41162	Rhode Island
Lube SE of Warwick, Inc. 42930	Rhode Island
Lube SE of North Providence, Inc. 43505	Rhode Island

SECOND: The laws of the State under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is Karot, Inc.

and it is to be governed by the laws of the State of Massachusetts

FOURTH: The following Plan of Merger was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

(Insert Plan of Merger)

See attached Agreement of Merger

This merger is to be effective January 1, 1988.

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DEC 30 1987  
MR  
per JBH

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 14th day of December, 1987, pursuant to Section 79 of the Business Corporation Law of the Commonwealth of Massachusetts and Section 7-1.1-70 of the Rhode Island Business Corporation Act, between KAROT, INC., a Massachusetts corporation (the "Surviving Corporation"), LUBE SE OF COVENTRY, INC., a Rhode Island corporation ("Coventry"), LUBE SE OF CRANSTON, INC., a Rhode Island corporation ("Cranston"), LUBE SE OF JOHNSTON, INC., a Rhode Island corporation ("Johnston"), LUBE SE OF WARWICK, INC., a Rhode Island corporation ("Warwick") and LUBE SE OF NORTH PROVIDENCE, INC. ("Providence").

W I T N E S S E T H:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

WHEREAS, the Surviving Corporation has an authorized capital stock consisting of 15,000 shares of common stock, no par value, all of one class.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby establish the terms and conditions of said merger and the mode of carrying the same into effect as follows:

FIRST: The Surviving Corporation hereby merges into itself Coventry, Cranston, Johnston, Warwick and Providence, and Coventry, Cranston, Johnston, Warwick and Providence hereby are merged into the Surviving Corporation, which shall be the surviving corporation.

SECOND: The Articles of Organization of the Surviving Corporation, in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of the corporation surviving this merger, except that Section 6 of such Articles of Organization shall be amended by inserting the following provision:

"No director of this corporation shall be personally liable to this corporation or its stockholders for monetary damages for breach of his fiduciary duty as a director notwithstanding any provision of law imposing such liability; provided, however, that this provision shall not eliminate or limit the liability of any director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 61 or 62 of the Massachusetts Business Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit."

The purposes of the Surviving Corporation set out in such Articles of Organization shall be the purposes of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of Coventry, Cranston, Johnston, Warwick and Providence into the shares or other securities of the Surviving Corporation shall be as follows:

(a) Each share of common stock of the Surviving Corporation which shall be issued and outstanding on the effective date of this Agreement shall remain issued and outstanding.

(b) All rights in respect of each share of common stock of Coventry, Cranston, Johnston, Warwick and Providence which shall be outstanding on the effective date of this merger shall terminate and cease upon the effective date of this merger.

(c) After the effective date of this merger, each holder of an outstanding certificate representing shares of common stock of Coventry, Cranston, Johnston, Warwick and

Providence shall surrender the same to the Surviving Corporation and each such certificate shall be cancelled by the officers of the Surviving Corporation.

(d) The stockholders of Coventry, Cranston, Johnston, Warwick and Providence shall not be entitled to receive shares of stock of any class of the Surviving Corporation, nor to receive any other stock, securities, cash, property and/or rights of any kind, at any time before, upon or after the effective date of this merger.

FOURTH: The terms and conditions of the merger are as follows:

(a) The Bylaws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the Bylaws of the Surviving Corporation until the same shall be altered, amended or repealed.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of the stockholders of the Surviving Corporation, and until their successors shall have been duly elected and qualified.

(c) This merger shall become effective at 12:01 a.m. (EST) January 1, 1988.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Coventry, Cranston, Johnston, Warwick and Providence shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights and every other interest of Coventry, Cranston, Johnston, Warwick and Providence and the Surviving Corporation shall be as effectively the property of the Surviving Corporation as they were of such corporation, respectively. Coventry, Cranston, Johnston, Warwick and Providence hereby agree from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Coventry, Cranston, Johnston, Warwick and Providence acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of Coventry, Cranston, Johnston, Warwick and Providence and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Coventry, Cranston,

Johnston, Warwick and Providence or otherwise to take any and all such action.

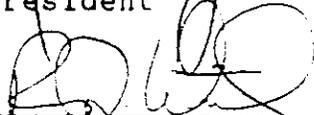
(e) The Surviving Corporation hereby: (i) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of Coventry, Cranston, Johnston, Warwick or Providence and in any proceeding for the enforcement of the rights of a dissenting shareholder of Coventry, Cranston, Johnston, Warwick or Providence against the Surviving Corporation; (ii) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding; and (iii) agrees that it will promptly pay to the dissenting shareholders of Coventry, Cranston, Johnston, Warwick or Providence the amount, if any, to which they shall be entitled under the provisions of the Chapter 7-1.1 of the Rhode Island General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors and/or stockholders have caused this Agreement to be executed as a document under seal as the respective act, deed and agreement of each of the undersigned corporations as of the date set forth above.

KAROT, INC.

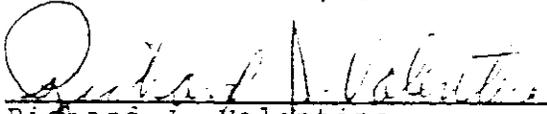
By: 

Richard J. Valentine,  
President

By: 

Robert L. Winter, Assistant  
Treasurer

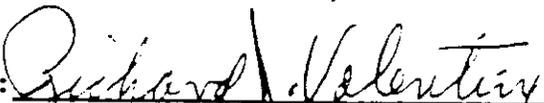
LUBE SE OF COVENTRY, INC.

By: 

Richard J. Valentine,  
President

By:   
Robert L. Winter, Assistant  
Treasurer

LUBE SE OF CRANSTON, INC.

By:   
Richard J. Valentine,  
President

By:   
Robert L. Winter, Assistant  
Treasurer

LUBE SE OF JOHNSTON, INC.

By:   
Richard J. Valentine,  
President

By:   
Robert L. Winter, Assistant  
Treasurer

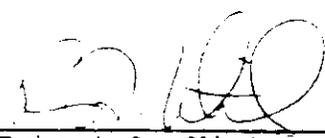
LUBE SE OF WARWICK, INC.

By:   
Richard J. Valentine,  
President

By:   
Robert L. Winter, Assistant  
Treasurer

LUBE SE OF NORTH PROVIDENCE,  
INC.

By:   
Richard J. Valentine,  
President

By:   
Robert L. Winter, Assistant  
Treasurer

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Karot, Inc.	500		
Lube SE of Coventry, Inc.	500	n/a	
Lube SE of Cranston, Inc.	500	n/a	
Lube SE of Johnston, Inc.	500	n/a	
Lube SE of Warwick, Inc.	500	n/a	
Lube SE of North Providence, Inc.	500	n/a	

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>				
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Karot, Inc.	500	-0-	n/a		
Lube SE of Coventry, Inc.	500	-0-	n/a		
Lube SE of Cranston, Inc.	500	-0-	n/a		
Lube SE of Johnston, Inc.	500	-0-	n/a		
Lube SE of Warwick, Inc.	500	-0-	n/a		
Lube SE of North Providence, Inc.	500	-0-	n/a		

SEVENTH: If the surviving corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

Dated December 16, 1987  
 \*Lube SE of Coventry, Inc.  
 Lube SE of Cranston, Inc.  
 Lube SE of Johnston, Inc.  
 Lube SE of Warwick, Inc.  
 Lube SE of North Providence, Inc.

KAROT, INC.  
 By Richard J. Valentine  
 Richard J. Valentine  
 Its President  
 and Patrick J. Gallagher  
 Patrick J. Gallagher  
 Its Clerk ~~Secretary~~

\*  
 By Richard J. Valentine  
 Richard J. Valentine  
 Its President  
 and Patrick J. Gallagher  
 Patrick J. Gallagher  
 Its Secretary

STATE OF MASS. }  
 COUNTY OF NORFOLK } Sc.

At BRAINTREE in said County on the 16<sup>th</sup> day of December 1987, before me personally appeared Richard J. Valentine, who being by me first duly sworn, declared that he is the President of the above-named corporations, that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

Clara L. Beaghton  
 Notary Public

(NOTARIAL SEAL)

STATE OF MASS. }  
 COUNTY OF NORFOLK } Sc.

At BRAINTREE in said County on the 16<sup>th</sup> day of December 1987, before me personally appeared Patrick J. Gallagher, who being by me first duly sworn, declared that he is the Secretary/Clerk of the above-named corporations, that he signed the foregoing document as such Secretary/Clerk of the corporation, and that the statements therein contained are true.

Clara L. Beaghton  
 Notary Public

(NOTARIAL SEAL)