

Filing Fee: See Instructions

ID Number: 000098234



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

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SECRETARY OF STATE
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO
CAPITAL CONTRACTORS HOLDING 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
Capital Cleaning Contractors, Inc. of Rhode Island	Corporation	Rhode Island
Capital Contractors Holding Company, Inc.	Corporation <i>W P</i>	New York

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SECRETARY OF STATE
CORPORATIONS DIV

- 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 Capital Contractors Holding Company, Inc.
which is to be governed by the laws of the state of New York
- 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:
88 Duryea Road, Melville, NY 11747
- 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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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 Capital Cleaning Contractors, Inc. of Rhode Island

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) June 1, 2010

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.

CAPITAL CONTRACTORS HOLDING COMPANY, INC.

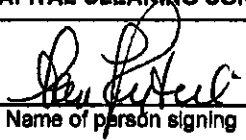
Print Entity Name

By:  _____
Name of person signing Alan Krystal, Secretary Title of person signing

By: _____
Name of person signing Title of person signing

CAPITAL CLEANING CONTRACTORS, INC. OF RHODE ISLAND

Print Entity Name

By:  _____
Name of person signing Alan Krystal, Secretary Title of person signing

By: _____
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into on June 1, 2010, by and between Capital Contractors Holding Company, Inc., a New York corporation ("Holdings") and Capital Cleaning Contractors, Inc., of Rhode Island, a Rhode Island corporation ("Subsidiary").

WITNESSETH

WHEREAS, Subsidiary is a wholly-owned subsidiary of Holdings; and

WHEREAS, the respective relevant governing bodies of each of Holdings and Subsidiary have approved and adopted this Agreement and the transactions contemplated by this Agreement; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, in accordance with the New York Business Corporation Law ("NYBCL") and the Rhode Island Corporation Act (the "Subsidiary State Law"), Subsidiary will merge with and into Holdings, with Holdings as the surviving corporation (the "Merger"); and

WHEREAS, for U.S. federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **MERGER**. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), Subsidiary shall be merged with and into Holdings in accordance with Sections 905 and 907 of the NYBCL and Section 7-1.2-1004 of the Subsidiary State Law and any other applicable provisions of law. The separate corporate existence of Subsidiary shall thereupon cease and Holdings shall be the surviving corporation.

2. **EFFECT OF MERGER**. Upon the Effective Time (as defined below), Holdings and Subsidiary shall become a single New York corporation, the separate existence of Subsidiary shall cease, and all of the rights, privileges and powers of each of Holdings and Subsidiary, and all property, real, personal and mixed, and all debts due to Holdings and/or Subsidiary, as well as all other things and causes of action belonging to each of Holdings and Subsidiary, shall be vested in Holdings as the surviving corporation, and shall thereafter be the property of Holdings as the surviving corporation as they were of each of Holdings and Subsidiary; but all rights of creditors and all liens upon any property of Holdings and/or Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of each of Holdings and Subsidiary shall

thenceforth attach to Holdings as the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

4. CERTIFICATE OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS.

(a) The Certificate of Incorporation and Bylaws of Holdings in effect immediately prior to the Effective Time shall not be amended in any respect by reason of the Merger and said Certificate of Incorporation and Bylaws shall be the Certificate of Incorporation and Bylaws of Holdings, as the surviving corporation, unless and until amended in accordance with their terms and applicable law.

(b) On and after the Effective Time, until changed in accordance with the Certificate of Incorporation and Bylaws of Holdings, (i) the directors of Holdings shall be the directors of Holdings immediately prior to the Effective Time; and (ii) the officers of Holdings shall be the officers of Holdings immediately prior to the Effective Time.

5. MANNER AND BASIS OF CONVERTING SHARES. As a result of the Merger, (i) each share of Holdings common stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of Holdings issued and outstanding immediately after the Effective Time and (ii) each share of Subsidiary common stock issued and outstanding immediately prior to the Effective Time shall be cancelled.

6. EXPENSES OF THE MERGER. Holdings, as the surviving corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

7. FURTHER ASSIGNMENT OR ASSURANCE. If at any time Holdings, as the surviving corporation, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Agreement, the proper representatives of Subsidiary as of the Effective Time shall do all things necessary or proper to do so.

8. EFFECTIVE TIME. After satisfaction or, to the extent permitted hereunder waiver, of all conditions to the Merger, Holdings, which shall be the surviving corporation of the Merger, shall file a Certificate of Merger, substantially in the form attached hereto as Exhibit A (the "NY Certificate of Merger"), with the Secretary of State of the State of New York and a Articles of Merger, substantially in the form attached hereto as Exhibit B (the "Subsidiary Merger Filing"), with the Secretary of State of the State of Rhode Island and make all other filings or recordings required by New York and/or Rhode Island law in connection with the Merger. The Merger shall become effective upon the filing of the NY Certificate of Merger and the Subsidiary Merger Filing (the "Effective Time").

9. TERMINATION AND AMENDMENT. Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement and the Merger contemplated hereby may be abandoned either by Holdings or Subsidiary, by an appropriate act of a duly authorized

representative thereof, at any time prior to the Effective Time. This Agreement may be amended in any respect by the mutual agreement of Holdings and Subsidiary with such approvals as the NYBCL and the Subsidiary State Law requires.

10. DESCRIPTIVE HEADINGS. The descriptive section headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

12. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

13. WAIVER OF STATUTORY MAILING REQUIREMENTS. Holdings, as sole shareholder of Subsidiary, hereby approves this Merger and waives any right to receive by mail a copy or summary of the Agreement.

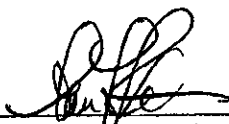
[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first-above written.

Capital Contractors Holding Company, Inc.

By: 
Name: Dennis Kaplan
Title: President

Capital Cleaning Contractors, Inc., of Rhode Island

By: 
Name: Alan Krystal
Title: Secretary



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

C J BERGNER
PARASEARCH INC
222 JEFFERSON BLVD STE 200
WARWICK, RI 02888

LETTER OF GOOD STANDING

It appears from our records that CAPITAL CLEANING CONTRACTORS, INC. OF RHODE ISLAND 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 09/17/2013 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

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