

Filing Fee: See Instructions

ID Number: 550917



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

2015 JAN 21 PM 1:14
SECRETARY OF STATE
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO
ARMETTA, 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 ARMETTA, LLC (Connecticut) and COPAR QUARRIES OF WESTERLY, LLC (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 ARMETTA, LLC which is to be governed by the laws of the state of Connecticut

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: N/A

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: Jeffrey H. Gladstone, Esq., Partridge Snow & Hahn LLP, 40 Westminster Street, Suite 1100, Providence, RI 02903

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 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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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.

ARMETTA, LLC

Print Entity Name

By: Antonia Armetta **Antonia Armetta - Authorized Person**
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

Copar Quarries of Westerly, LLC

Print Entity Name

By: Antonia Armetta **Antonia Armetta - Authorized Person**
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 ("Agreement") is made and entered into as of September 2, 2014, by and among ARMETTA LLC (f/k/a Copar Industries LLC), a Connecticut limited liability company ("Armetta LLC"), COPAR QUARRIES OF WESTERLY LLC, a Rhode Island limited liability company ("Westerly LLC"), COPAR QUARRIES OF RHODE ISLAND LLC, a Rhode Island limited liability company ("Rhode Island LLC"), COPAR QUARRIES OF LISBON LLC, a Connecticut limited liability company ("Lisbon LLC"), and COPAR TRUCKING LLC, a Connecticut limited liability company ("Trucking LLC"; and together with Westerly LLC, Rhode Island LLC, Lisbon LLC and Trucking LLC, each a "Subsidiary LLC" and collectively the "Subsidiary LLCs")(Armetta LLC and the Subsidiary LLCs are hereinafter sometimes referred to individually as an "Entity" and collectively as the "Entities").

WITNESSETH:

WHEREAS, each Subsidiary LLC is a wholly-owned subsidiary of Armetta LLC;

WHEREAS, the required percentage of members of the respective Entities have determined that it is advisable and in the mutual best interests of Armetta LLC and the Subsidiary LLCs, and their respective members, employees and customers, that each of the Subsidiary LLCs be merged with and into Armetta LLC in accordance with the applicable provisions of the Connecticut Limited Liability Act and the Rhode Island Limited Liability Company Act, as each may be amended, in order to combine all of the Entities into a single surviving Connecticut limited liability company and for other business purposes important to the Entities (the "Merger");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, Armetta LLC and the each of the Subsidiary LLCs hereby agree as follows:

SECTION 1. Merger. As of the Effective Time (as hereinafter defined), each of the Subsidiary LLCs shall merge with and into Armetta LLC, the separate existence of each of the Subsidiary LLCs, except insofar as the same may be continued by statute, shall cease, and Armetta LLC shall be the surviving entity.

SECTION 2. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) Articles of Organization. As of the Effective Time, the Articles of Organization of Armetta LLC, as the same has been amended from time to time, shall be the Articles of Organization of the surviving entity until altered, amended or repealed as provided by law.

(b) Purposes. The purposes of Armetta LLC, as the same exist as of the Effective Time, shall be the purposes of the surviving entity until altered, amended or repealed by an amendment to the Articles of Organization of Armetta LLC.

(c) Operating Agreement. The Amended and Restated Operating Agreement of Armetta LLC, effective on or about December 1, 2011, as affected by the Certificate of Designation of Series A-Redeemable Preferred Units of Armetta LLC, together with all transfers, assignments, redemptions, expulsions and terminations of membership interests thereunder through the date hereof (collectively, the "Operating Agreement"), as the same exists as of the Effective Time, shall be the Operating Agreement of the surviving entity until further altered, amended, modified or repealed as therein provided.

(d) Managers and Officers. The managers and officers of Armetta LLC as of the Effective Time shall continue as the managers and officers, respectively, of the surviving entity and shall hold office until their respective successors are elected and qualified, or until their earlier death, resignation or removal, in accordance with the Operating Agreement and applicable law.

(e) Effect of Merger. As of the Effective Time, all of the estate, property, rights, privileges, powers, franchises and interests of each of the Entities and all of their property, real, personal and mixed, and all the debts due on whatever account of any of them, as well as all subscriptions for membership interests and other choses in action belonging to any of them, shall be vested in Armetta LLC as the surviving entity, without further act or deed, as provided by and in accordance with the Connecticut Limited Liability Company Act and the Rhode Island Limited Liability Company Act, as each may be amended. Without limiting the generality of the foregoing, as of the Effective Time, all claims, demands, property and every other interest of either of the Entities shall be the property of Armetta LLC as the surviving entity, as the same were of each of the Entities, and title to all real estate vested in any of the Entities shall not be deemed to revert or to be in any way impaired by reasons of the Merger, but shall be vested in Armetta LLC as the surviving entity, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which Armetta LLC as the surviving entity shall be liable in the same manner and to the same extent as if the surviving entity had incurred such liabilities and obligations.

(f) Service of Process. Armetta LLC, as the surviving limited liability company, may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of Westerly LLC or Rhode Island LLC, and in the State of Connecticut in any proceeding for enforcement of any obligation of Lisbon LLC or Trucking LLC, as well as in each State for enforcement of any obligation of the surviving limited liability company arising from the Merger, and Armetta LLC does hereby irrevocably appoint each of the Secretary of State of the State of Rhode Island and the Secretary of State of the State of Connecticut as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the States of Connecticut and Rhode Island is 90 Industrial Drive, Middletown CT 06457, until such time as the surviving limited liability company shall have hereafter designated in writing to the Secretary of State of the States of Connecticut and Rhode Island a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of the States of Connecticut or Rhode Island, as applicable, duplicate copies of such process, one of which copies the Secretary of State of the States of Connecticut or Rhode Island, as applicable, shall forthwith send to the surviving limited liability company at the above address.

(g) Name of Surviving Entity. The name of Armetta LLC, as the same exists as of the Effective Time, shall be the name of the surviving entity until amended in accordance with applicable law.

(h) Effective Date. For each Subsidiary LLC, the effective date of the Merger (the "Effective Date") shall be the date of filing and acceptance of the Articles of Merger for each Subsidiary LLC filed with the Connecticut Secretary of State in accordance with the applicable provisions of the Connecticut Limited Liability Company Act and, as applicable, with the Rhode Island Secretary of State in accordance with the applicable provisions of Rhode Island Limited Liability Company Act.

SECTION 3. Outstanding Membership Interests.

(a) Membership Interests of each Subsidiary LLC. All of the membership interests of each Subsidiary LLC which shall be outstanding at the Effective Time shall forthwith be canceled, and all rights in respect thereto terminated.

(b) Membership Interests of Armetta LLC. All of the membership interests of Armetta LLC which shall be outstanding at the Effective Time, and all rights in respect thereto, shall remain outstanding, and no additional membership interests shall be issued in respect thereof.

(c) Cancellation of Membership Interest Certificates. As of the Effective Time, each holder of any outstanding membership interest certificate or certificates representing ownership interest in any of the Subsidiary LLCs shall surrender the same to Armetta LLC for cancellation. Until so surrendered, the membership interests, to be cancelled as provided herein, shall be treated by Armetta LLC for all purposes as cancelled and all rights in respect thereto terminated.

SECTION 4. Filings.

4.1 Filings. After execution of this Agreement has been duly authorized by Armetta LLC and each of the Subsidiary LLCs, and upon execution and acknowledgment of the same, Articles of Merger ("Articles of Merger") shall be executed and filed in the offices of the Connecticut Secretary of State in accordance with the applicable provisions of the Connecticut Limited Liability Company Act and, as applicable, with the Rhode Island Secretary of State in accordance with the applicable provisions of Rhode Island Limited Liability Company Act.

4.2 Additional Assignments. To the extent permitted or required by law, from time to time as and when requested by Armetta LLC or by its successors or assigns, each of the Subsidiary LLCs shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, or to take, or cause to be taken, such further or other action as the surviving entity may deem necessary or desirable, in order to vest in and confirm to Armetta LLC title to, and possession of, any property of each of the Subsidiary LLCs acquired by reason of or as a result of the Merger, and otherwise to carry out the intent and purposes hereof, and the proper officers and/or managers of Armetta LLC are fully authorized in the name of each of the Subsidiary LLCs to take any and all such action.

SECTION 5. Miscellaneous.

5.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Connecticut.

5.2 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or applicable future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this Agreement shall not be affected thereby.

5.3 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of the parties hereto.

5.4 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

5.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter.

5.7 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

5.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

[Signatures appear on the immediately following page.]

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

WITNESS: ARMETTA LLC

Betty N. Seglio

By: Antonia Armetta
Antonia Armetta
Authorized Person

COPAR QUARRIES OF WESTERLY LLC

By: ARMETTA LLC, its sole Managing Member

Betty N. Seglio

By: Antonia Armetta
Antonia Armetta
Authorized Person

COPAR QUARRIES OF RHODE ISLAND LLC

By: ARMETTA LLC, its sole Managing Member

Betty N. Seglio

By: Antonia Armetta
Antonia Armetta
Authorized Person

COPAR QUARRIES OF LISBON LLC

By: ARMETTA LLC, its sole Managing Member

Betty N. Seglio

By: Antonia Armetta
Antonia Armetta
Authorized Person

COPAR TRUCKING LLC

By: ARMETTA LLC, its sole Managing Member

Betty N. Seglio

By: Antonia Armetta
Antonia Armetta
Authorized Person

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STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908-5812

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SECRETARY OF STATE
CORPORATIONS DIV
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KRISTEN FREITER
40 WESTMINSTER ST STE 1100
PROVIDENCE, RI 02903-2527

LETTER OF GOOD STANDING

It appears from our records that **COPAR QUARRIES OF WESTERLY LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **COPAR QUARRIES OF WESTERLY LLC** is in good standing with the Rhode Island Division of Taxation as of **1/20/2015**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above, and is not valid for any other reason(s).

Very truly yours,

David M. Sullivan
Tax Administrator

Miriam Wysong
Supervising Revenue Officer
Compliance and Collections

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DLN: 0300413001

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