

Filing Fee: See Instructions

ID Number: 27292



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 DEC 21 AM 10:43

ARTICLES OF MERGER OR CONSOLIDATION INTO

East Bay Community Action Program

(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
East Bay Community Action Program	Non-Profit Corporation	Rhode Island
East Bay Center 26411	Non-Profit Corporation	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 East Bay Community Action Program
which is to be governed by the laws of the state of RI

- 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 January 1, 2016

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 263721

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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.

East Bay Community Action Program

Print Entity Name

By: Barbara Skashell Assistant Secretary
Name of person signing Title of person signing

By: W. K. O'Neil President/CEO
Name of person signing Title of person signing

East Bay Center

Print Entity Name

By: Robert H. O'Neil President/CEO
Name of person signing Title of person signing

By: John J. O'Neil Secretary
Name of person signing Title of person signing

**Articles of Merger - Section III B
Attachment**

EAST BAY CENTER

East Bay Center has no members. At a meeting on Nov 24, 2015, East Bay Center's Board of Directors approved the Plan of Merger by unanimous vote.

**Articles of Merger - Section III B
Attachment**

EAST BAY COMMUNITY ACTION PROGRAM

East Bay Community Action Program has no members. At a meeting on Nov. 24, 2015, East Bay Community Action Program's Board of Directors approved the Plan of Merger by unanimous vote.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated 9/23/15, 2015 is by and between **EAST BAY CENTER, INC.**, a Rhode Island non-profit corporation ("EBC") and **EAST BAY COMMUNITY ACTION PROGRAM**, a Rhode Island non-profit corporation ("EBCAP") (EBCAP and EBC are sometimes hereinafter referred to collectively as the "Constituent Corporations").

WHEREAS, EBC is a community mental health center that provides behavioral health services to clients in the northern part of the East Bay area of Rhode Island; and

WHEREAS, EBCAP is a federally qualified community health center and community action program that provides health care and social services to various communities in the East Bay area of Rhode Island; and

WHEREAS, EBC has facilities that are licensed by the Rhode Island Department of Behavioral Health, Developmental Disabilities and Hospitals and EBCAP has facilities that are licensed by the Rhode Island Department of Health; and

WHEREAS EBCAP and EBC believe that merging the two organizations would provide a number of benefits, including enabling both organizations to improve the health care services they make available to patients, providing EBC with access to capital and allowing both organizations to save money through administrative efficiencies; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations deem it advisable that the Constituent Corporations merge and have duly approved and authorized the form of this Agreement and Plan of Merger; 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 Rhode Island.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that EBC shall be and it hereby is merged into EBCAP, which shall be the 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 East Bay Community Action Program upon the effective date of the merger (the "Closing").

Section 2. Purposes.

Article 3, Section 4 of EBCAP's Articles of Incorporation shall be amended effective on the date of the merger by adding the phrase ", behavioral health" after the phrase "comprehensive primary".

Section 3. Bylaws.

The Bylaws of EBCAP on the effective date of the merger shall be as attached hereto as Exhibit 1.

Section 4. Directors and Officers.

The EBC Directors listed on Exhibit 2 are elected to their designated position(s) as of the Closing.

Section 4. EBCAP Covenants.

EBCAP covenants to EBC as set forth below. The enforceability of each of these covenants will survive the Closing.

- (a) EBCAP will create the position of Vice President Behavioral Health as of the merger and will appoint Robert Crossley to such position. If Mr. Crossley is not available or willing to serve in such position as of the Closing, then EBCAP will appoint an individual to the position who is mutually acceptable to EBC and EBCAP.
- (b) At the Closing, EBCAP will add EBC Board members to the EBCAP Board as follows:
 - i. EBCAP will add up to seven (7) Directors from the EBC Board as long as at least three (3) of those people, or a close family member, have used EBCAP or EBC for clinical services in the past two (2) years (the "User Requirement").
 - ii. If EBC is not able to identify at least three (3) EBC Directors who meet the User Requirement, then EBCAP will add the maximum combination of former EBC Directors (users and non-users) that would allow EBCAP to continue to meet its Board composition requirements after the Closing.

- iii. EBC will be entitled to name the people it wants to serve in the available seats on the EBCAP Board.
- (c) For at least four (4) years after the merger, the EBCAP Chair shall appoint to each EBCAP standing committee, at least one (1) EBCAP Board member who is a former EBC Board member.
- (d) EBCAP shall register with the Rhode Island Secretary of State, the fictitious business names "East Bay Center" and "EBC" contemporaneously with the Closing.

Section 5. Effective Date of Merger.

(a) For all purposes under the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective as soon as:

(i) This Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and 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.

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of EBCAP shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of EBC shall be continued in and merged into EBCAP and EBCAP shall be fully vested therewith.

(c) The date upon which this Agreement and Plan of Merger and any other required documents have been filed in all of the offices mentioned above and upon which the Constituent Corporations shall so become a single corporation is the effective date of the merger.

Section 6. Effect of Merger.

Upon the merger becoming effective:

(a) EBCAP shall possess all rights, privileges, powers, licenses and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise provided by law;

(b) EBCAP 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

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property 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 Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of EBC shall thenceforth attach to, and are hereby assumed by, EBCAP and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

Section 7. Delivery of Deeds and Instruments.

From time to time as and when requested by EBCAP 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 EBCAP may deem necessary and desirable in order to more fully vest in and conform to EBCAP's title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 6 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 8. Expenses of Merger.

Each of the Constituent Corporations shall bear its own expenses in carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

Section 9. Abandonment of Merger.

Notwithstanding anything herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective:

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

(b) By the Board of Directors of either 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 either 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 the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

Section 10. Service of Process.

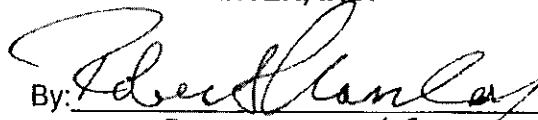
Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Merged Corporation or for any obligation of the Surviving Corporation arising from the merger, by the mailing of such service of process to Dennis Roy, 19 Broadway, Newport, Rhode Island 02840.

Section 11. Employer Identification Number.

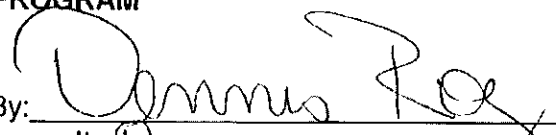
The federal employer identification number of EBCAP shall continue to be the federal employee identification number of EBCAP.

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 as of the date first written above.

EAST BAY CENTER, INC.

By: 
Its: President / CEO 6/23/15

**EAST BAY COMMUNITY ACTION
PROGRAM**

By: 
Its: President + CEO 6/23/15

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Exhibit 1

Bylaws

Excluded from Copy per RI Secretary of State

Exhibit 2

EBC Persons To Be Elected to EBCAP Positions

Director and Treasurer: [tbd] David Bebyn

Director: [number and identity tbd] Annette Richardson

RAC

6/23/15