

28403

Filing Fee: See instructions

ID Number: 000028403



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

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ARTICLES OF MERGER OR CONSOLIDATION INTO

Ocean State Community Resources, 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
Ocean State Community Resources, Inc. 28403	Non-profit corporation	Rhode Island
The Fogarty Center 28645	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 Ocean State Community Resources, 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:
The Fogarty Center

- 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 Effective Date: January 1, 2017

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.

Ocean State Community Resources, Inc.

Print Entity Name

By: _____	President	Joseph Lamagna
_____ Name of person signing		Title of person signing
By: _____	Secretary	John B. Affleck
_____ Name of person signing		Title of person signing

The Fogarty Center

Print Entity Name

By: _____	President	Joseph Lamagna
_____ Name of person signing		Title of person signing
By: _____	Secretary	John B. Affleck
_____ Name of person signing		Title of person signing

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made as of May 23, 2016 ("Agreement"), by and between THE FOGARTY CENTER, a Rhode Island domestic nonprofit corporation ("FOGARTY") and OCEAN STATE COMMUNITY RESOURCES, INC., a Rhode Island domestic nonprofit corporation ("OCEAN STATE").

RECITALS

A. FOGARTY is a Rhode Island domestic nonprofit corporation, qualifying as a 501(c)(3) organization under Federal law, formed to provide services to individuals with developmental and other disabilities.

B. OCEAN STATE is a Rhode Island domestic nonprofit corporation, qualifying as a 501(c)(3) organization under Federal law, formed to provide services to individuals with developmental and other disabilities.

C. The respective Boards of Directors of FOGARTY and OCEAN STATE have each determined that it is in the best interest of their respective corporations to combine their respective corporations and retain the trade name "The Fogarty Center."

D. In furtherance of such combination, the Boards of Directors of FOGARTY and OCEAN STATE have each adopted this Agreement and approved the merger ("Merger") of FOGARTY into OCEAN STATE in accordance with the terms and conditions set forth herein and in accordance with the following sections of the Rhode Island Nonprofit Corporation, to wit, R.I.G.L. §7-6-43, §7-6-45, §7-6-46 and §7-6-47.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

I. Merger.

- a. Upon the terms and subject to the conditions set forth in this Agreement, FOGARTY shall be merged with and into OCEAN STATE, whereupon the separate legal existence of FOGARTY will cease, and OCEAN STATE shall be the surviving corporation of the merger ("Surviving Corporation").
- b. As soon as practicable after satisfaction or waiver of the conditions to the obligations of the parties to consummate the Merger, FOGARTY and OCEAN STATE will file Articles of Merger ("Articles of Merger") with the Rhode Island Secretary of State Corporations Division and make all other filings or recordings required by applicable law in connection with the Merger.
- c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Secretary of State Corporations Division or at such later time as is specified in the Articles of Merger ("Effective Date"). It is contemplated that the Effective Date will be on or about January 1, 2017.

- d. The Articles of Merger shall specify that as of the Effective Date, the Surviving Corporation shall change its name to "The Fogarty Center".
- e. From and after the Effective Date, title to all real estate and other property owned by FOGARTY and OCEAN STATE shall be vested in the Surviving Corporation, and the Surviving Corporation shall have all liabilities of FOGARTY and OCEAN STATE.
- f. This Agreement shall amend and supersede the Agreement and Plan of Merger between FOGARTY and OCEAN STATE entered into on June 26, 2013 ("the Original Agreement"), which has not been filed with the Secretary of State. This Agreement shall not amend or supersede any other contracts or provisions entered into by OCEAN STATE or FOGARTY in the Original Agreement, unless otherwise expressly stated.

2. Surviving Corporation.

- a. The Articles of Incorporation of OCEAN STATE in effect at the Effective Date, as amended by the Articles of Merger, shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- b. The bylaws of the Surviving Corporation shall be substantially in the form set forth in Exhibit "A" attached hereto ("Bylaws").
- c. The common boards of FOGARTY and OCEAN STATE established under the terms of the Original Agreement shall continue to serve as such until the Effective Date of the merger or the termination of this Agreement, as set forth in Paragraph 6 hereafter.

3. Representations and Warranties.

- a. OCEAN STATE represents and warrants to FOGARTY that:
 - i. OCEAN STATE is duly organized, validly existing and in good standing under the laws of the State of Rhode Island.
 - ii. OCEAN STATE has made available to FOGARTY complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii. OCEAN STATE has made available to FOGARTY copies of its financial statements for the years 2013 to 2015.
 - iv. Since the date of the last financial statement provided to FOGARTY, OCEAN STATE has conducted its operations in the ordinary course, and there has not been any change in the financial condition, properties or results of operations of OCEAN STATE, except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

- v. There are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of the officers of OCEAN STATE, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the officers of OCEAN STATE that would reasonably be expected to result in any adverse claims against OCEAN STATE.
- b. FOGARTY represents and warrants to OCEAN STATE that:
- i. FOGARTY is duly organized, validly existing and in good standing under the laws of the State of Rhode Island.
 - ii. FOGARTY has made available to OCEAN STATE complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii. FOGARTY has made available to OCEAN STATE copies of its financial statements for the years 2013 to 2015.
 - iv. Since the date of the last financial statement provided to OCEAN STATE, FOGARTY has conducted its operations in the ordinary course, and there has not been any change in the financial conditions, properties or results of operations of FOGARTY, except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
 - v. There are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of the officers of FOGARTY, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the officers of FOGARTY that would reasonably be expected to result in any adverse claims against FOGARTY.

4. Covenants.

- a. OCEAN STATE covenants and agrees after the date hereof and until the Effective Date:
- i. From the date of this Agreement until the effective date of the merger, the business and affairs of OCEAN STATE shall be managed by FOGARTY in accordance with the Management Agreement attached hereto as Exhibit "B."
 - ii. OCEAN STATE shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of FOGARTY.

- iii. OCEAN STATE and its directors and officers shall take any and all actions necessary to consummate the merger contemplated herein.
 - iv. OCEAN STATE will coordinate with FOGARTY all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement shall be paid by the party incurring the expense.
- b. FOGARTY covenants and agrees after the date hereof and until the Effective Date:
 - i. The business of FOGARTY shall be conducted in the ordinary and usual course and, to the extent consistent therewith, FOGARTY shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.
 - ii. FOGARTY shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of OCEAN STATE
 - iii. FOGARTY and its directors and officers shall take any and all actions necessary to consummate the merger contemplated herein.
 - iv. FOGARTY will coordinate with OCEAN STATE all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement shall be paid by the party incurring the expense.

5. Approvals. Both parties agree to submit this Agreement for approval of their respective Board of Directors on or before January 1, 2017 with the approval effective as of January 1, 2017. If this Agreement is approved by the Directors of FOGARTY and OCEAN STATE by the votes required in the Articles of Incorporation or Bylaws of the respective parties and by the applicable laws of the State of Rhode Island, and said Agreement has not been terminated in accordance with Paragraph 6 herein, the Articles of Merger shall be executed and filed with the Office of the Rhode Island Secretary of State Corporations Division on or before the Effective Date of the merger, to wit, January 1, 2017.

6. Termination. This Agreement may be terminated and the merger abandoned at any time before the Effective Date of the merger by a majority vote of the common directors of FOGARTY and OCEAN STATE.

7. Amendments. This Agreement may be amended with the approval of the Board of Directors of both FOGARTY and OCEAN STATE at any time before or after the approval hereof by the respective Directors, after such approval by the Directors, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the common directors of FOGARTY and OCEAN STATE.

8. Extension; Waiver. At any time prior to the Effective Date, the common Board of Directors of FOGARTY and OCEAN STATE may (A) extend the time for the performance of any of the obligations or other acts of the other party hereto, (B) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (C) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

9. Taxes.

- a. All material tax returns required to have been filed by FOGARTY and OCEAN STATE have been filed on a timely basis. All such tax returns are true, correct and complete in all material respects, and all amounts shown as due and payable on such tax returns have been paid.
- b. FOGARTY and OCEAN STATE and any subsidiaries of either have paid all material taxes due and payable by each of them.
- c. It is anticipated that the merged activities of FOGARTY and OCEAN STATE will continue to be exempt from federal income tax pursuant to Internal Revenue Code Section 501(c)(3). The directors of the Surviving Corporation shall take all appropriate measures to reasonably ensure that the Surviving Corporation's tax exempt status for federal and state purposes is preserved.

10. Labor and Employment Matters.

- a. FOGARTY and OCEAN STATE covenant that they have complied in all material respects with all legal requirements pertaining to the employment or termination of employment of their respective employees and agents, including all such laws relating to wages, hours, commissions, collective bargaining, unemployment compensation, worker's compensation, equal employment opportunity, prohibited discrimination, immigration control, employee classification, payment or withholding of taxes, continuation coverage with respect to group health plans or other employment contracts.
- b. Attached hereto as Exhibit "C" is a true and complete list of the name, title, annual salary and bonus opportunity of each officer, director, and employee of OCEAN STATE.

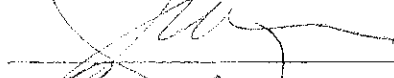
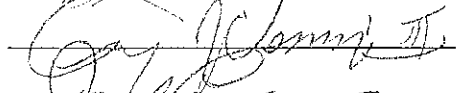
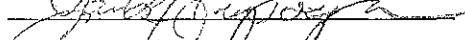
11. Employee Benefits. Set forth on Exhibit "D" attached hereto is a complete and correct list of all "employee benefit plans" as defined in Section 3 of ERISA.

12. Material Contracts. Except as set forth on Exhibit "E", as of the date hereof, neither FOGARTY nor OCEAN STATE is a party to or bound by:

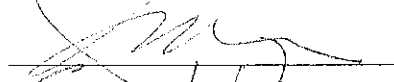
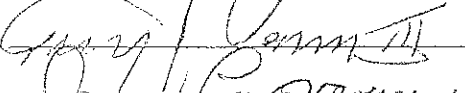
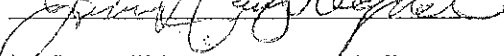
- a. Any contract related to indebtedness;

- b. Any joint venture, partnership, limited liability company or other similar contract except as set forth in Exhibit "F";
 - c. Any contract or series of related contracts, including any option contract relating to the acquisition, disposition of any business, assets or any material or real property, except as set forth in Exhibit "G."
13. Indebtedness. Except as set on Exhibit "H", neither FOGARTY nor OCEAN STATE has any outstanding indebtedness, and neither FOGARTY nor OCEAN STATE is a guarantor or otherwise contingent liable for any indebtedness.
14. Insurance. Set forth on Exhibit "I" is a list of all insurance policies, including Fidelity bonds and other similar instruments, relating to the assets or the business for which FOGARTY or OCEAN STATE is an insured party, including policies providing property, fire, theft, casualty, liability and worker's compensation coverage ("Insurance Policies") which are in full force and effect in all material respects.
15. Transaction with Related Persons.
- a. Exhibit "J" lists all agreements, arrangements and other commitments or transactions period other than employment arrangements, to or by which FOGARTY and OCEAN STATE or any related person of FOGARTY or OCEAN STATE are or had been a party or otherwise bound or affected and which are currently pending or in effect or involve continuing liabilities or obligations.
16. Survival of Representations. All representations and warranties of the parties set forth in this Agreement or any other certificate or document delivered pursuant to this Agreement shall survive the Effective Date. Covenants, agreements and undertakings of the parties contained in this Agreement to be performed after the Effective Date shall survive until fully performed or fulfilled.
17. General Provisions.
- a. Notices. Notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when:
 - i. Delivered to the appropriate address by hand or by nationally-recognized overnight courier service (prepaid);
 - ii. Sent by facsimile with confirmation of transmission by the transmitting equipment; or
 - iii. Sent by Certified Mail, Return Receipt Requested, in each case to the following addresses or facsimile numbers and marked to the attention of the person designated below:

FOR FOGARTY:

FOR OCEAN STATE:

- b. Governing Law. This Agreement and all agreements entered into in connection with the transaction contemplated by this Agreement will be governed in all respects, including, but not limited to, as to validity, interpretation, and effect, by the laws of the State of Rhode Island.
- c. Enforcement. Notwithstanding anything to the contrary set forth herein or elsewhere, the parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise breached. It is accordingly agreed that the parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, wherever located, to the exclusive jurisdiction of any Rhode Island court or federal court of the United States of America sitting in the State of Rhode Island and any appellate court from any thereof and any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or for recognition of enforcement of any judgment relating thereto, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect to any such action or proceeding may be heard and determined in such Rhode Island state court, or to the extent permitted by law, and in such federal court.

18. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. Neither party hereto, nor any of their respective affiliates, representatives or agents, has made or is making any representational warranty whatsoever, oral or written, express or implied, other than those expressly set forth in this Agreement, and none of the parties hereto has relied or is relying on any statement, representation or warranty, oral or written, express or implied, made by another party hereto or such other parties, affiliates, representatives or agents.

19. Amendment. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

20. Assignments, Successors and No Third Party Rights. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, and be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

21. Severability. If any provision of this Agreement is held invalid or unenforceable by any Court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

22. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

23. Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party does not apply to any construction or interpretation hereof. The exhibits referred to in this Agreement are the exhibits that have been delivered on or before the date hereof to FOGARTY and OCEAN STATE, which exhibits are an integral part of this Agreement.

24. Closing Conditions. The respective obligations of FOGARTY and OCEAN STATE hereto effect the merger is subject to the satisfaction and waiver on or prior to the effective date of the following conditions:

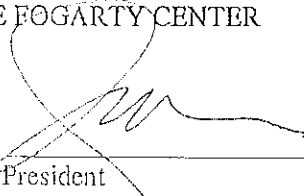
- a. Government Approvals. All consents required by any government or body in connection with or applicable to the merger shall have been, as required, filed, obtained or occurred.
- b. Transfer of Grants. Notice shall be provided to agencies issuing grants to FOGARTY and OCEAN STATE of the Agreement before filing with the Secretary of State. FOGARTY and OCEAN STATE shall comply with grantor procedures requested to maintain outstanding awards following the Effective Date of this Agreement.
- c. Obligations. Obligations of FOGARTY and OCEAN STATE to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Effective Date of the following additional conditions, any one or more which may be waived by FOGARTY and OCEAN STATE in their sole discretion:
 - i. Representations, warranties, and covenants of FOGARTY and OCEAN STATE shall be true and correct in all material respects at and as of the Effective Date and the same effect as if made at and as of such time.

- ii. Each of FOGARTY and OCEAN STATE shall have complied in all material respects with all the terms, covenants and conditions of this Agreement required to be complied with and performed by it on or prior to the Effective Date.
- iii. The respective approval of the Board of Directors of FOGARTY and OCEAN STATE shall have been obtained and shall remain in full force and effect.
- iv. There shall not have occurred a material adverse effect of either FOGARTY or OCEAN STATE
- v. OCEAN STATE shall have received and FOGARTY delivered to OCEAN STATE valid resignations of the officers of FOGARTY.
- vi. FOGARTY shall have delivered to OCEAN STATE each of the following:

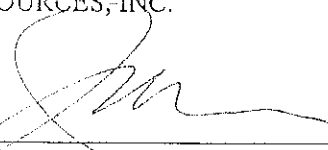
Certified Copies of the Resolutions adopted by FOGARTY and OCEAN STATE authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by the respective Boards of Directors, have caused this Agreement to be signed by the respective authorized officers as of the day and year first above written.

THE FOGARTY CENTER

By: 
Its: President

OCEAN STATE COMMUNITY
RESOURCES, INC.

By: 
Its: President

OCEAN STATE COMMUNITY RESOURCES, INC.

WHEREAS, at a meeting held on the 23 day of May, 2016, the Board of Directors of Ocean State Community Resources, Inc., a Rhode Island nonprofit corporation (the "Corporation"), pursuant to the applicable provisions of the Rhode Island Non-Profit Corporation Act and the Articles of Incorporation and bylaws of the Corporation, does hereby resolve to take the following actions on behalf of the Corporation:

RESOLVED: That the Corporation deems it advisable to merge The Fogarty Center, a nonprofit corporation organized under the laws of the State of Rhode Island, with and into the Corporation, with the Corporation surviving, in accordance with the terms and conditions of the Agreement and Plan of Merger, dated May 23, 2016 and attached to these minutes as Exhibit A (the "Plan of Merger"); and

RESOLVED: That the Corporation hereby adopts the Plan of Merger; and

RESOLVED: That the Plan of Merger shall be effective as of January 1, 2017; and

RESOLVED: That on the effective date of the merger, Ocean State Community Resources, Inc. shall change its name to "The Fogarty Center";

RESOLVED: That the Corporation will take all steps necessary to maintain the tax-exempt status of the merged corporation with federal, state, and local authorities; and

RESOLVED: That the President and the Secretary of the Corporation, acting singly, are authorized, empowered, and directed to do and perform all things, pay all fees, and execute any and all documents and instruments as each of them shall, in their sole discretion, deem to be necessary to effectuate the foregoing resolutions; and

RESOLVED: That any action taken prior to the date of this resolution on behalf of the Board of Directors that is within the scope of authority contemplated in the foregoing resolutions be, and hereby is, ratified, approved and confirmed in all respects.

THE FOGARTY CENTER

WHEREAS, at a meeting held on the 13 day of May, 2016, the Board of Directors of The Fogarty Center, a Rhode Island nonprofit corporation (the "Corporation"), pursuant to the applicable provisions of the Rhode Island Non-Profit Corporation Act and the Articles of Incorporation and bylaws of the Corporation, does hereby resolve to take the following actions on behalf of the Corporation:

RESOLVED: That the Corporation deems it advisable to merge with and into Ocean State Community Resources, Inc., a nonprofit corporation organized under the laws of the State of Rhode Island, with Ocean State Community Resources, Inc. surviving, in accordance with the terms and conditions of the Agreement and Plan of Merger, dated May 23, 2016 and attached to these minutes as Exhibit A (the "Plan of Merger"); and

RESOLVED: That the Corporation hereby adopts the Plan of Merger; and

RESOLVED: That the Plan of Merger shall be effective as of January 1, 2017; and

RESOLVED: That the Corporation will take all steps necessary to maintain the tax-exempt status of the merged nonprofit corporation with federal, state, and local authorities; and

RESOLVED: That the President and the Secretary of the Corporation are authorized, empowered, and directed to do and perform all things, pay all fees, and execute any and all documents and instruments as each of them shall, in their sole discretion, deem to be necessary to effectuate the foregoing resolutions; and

RESOLVED: That any action taken prior to the date of this resolution on behalf of the Board of Directors that is within the scope of authority contemplated in the foregoing resolutions be, and hereby is, ratified, approved and confirmed in all respects.



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

Nellie M. Gorbea
Secretary of State

