

127703

05 JUL 15 AM 10:00

[Rhode Island]  
  
ARTICLES OF MERGER  
OF  
OLIVER CONSULTING SERVICES, LLC  
INTO  
THE OLIVER GROUP, LLC

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:

127703

- (i) The Oliver Group, LLC, a limited liability company organized under the laws of the State of Rhode Island; and
- (ii) Oliver Consulting Services, LLC, a limited liability company organized under the laws of the State of Connecticut.

2. The surviving entity in the merger herein certified is The Oliver Group, LLC, which, after the effective date of this merger and the resulting dissolution of Oliver Consulting Services, LLC, will continue its existence under the name "The Oliver Group, LLC" and survive Oliver Consulting Services, LLC, pursuant to the provisions of R.I. Gen. Laws §7-16-63, as amended, and Connecticut General Statutes §34-197, as amended. The Articles of Organization of The Oliver Group, LLC, filed with the Secretary of State of the State of Rhode Island, as now in force and effect, shall continue to be the Articles of Organization of said surviving limited liability company until further amended and changed pursuant to the provisions of the Rhode Island Limited Liability Company Act.

3. An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent entities in accordance with the organizational documents and the provisions of R.I. Gen. Laws §7-16-61, as amended, and Connecticut General Statutes §34-194, as amended, to wit, by The Oliver Group, LLC and Oliver Consulting Services, LLC, respectively, and is attached hereto as Exhibit A.

4. The executed Merger Agreement between the aforesaid constituent business entities is on file at the principal place of business of the aforesaid surviving company, the address of which is as follows: 595 Greenhaven Road, Pawcatuck, CT 06379.

5. A copy of the aforesaid Merger Agreement will be furnished by the aforesaid surviving entity, on request, and without cost, to any member of the extinguishing corporation, Oliver Consulting Services, LLC, or any member of the surviving company, The Oliver Group, LLC.

F ED  
JUL 1 2005  
By AMF  
7/19 30

IN WITNESS WHEREOF, these Articles of Merger has been duly executed as of the  
26 day of May 2005.

THE OLIVER GROUP, LLC,  
a Rhode Island limited liability company

By: \_\_\_\_\_

Brian Oliver, Member

By: \_\_\_\_\_

Dean Felicetti, Member

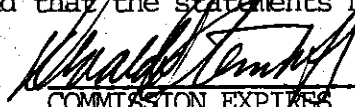
OLIVER CONSULTING SERVICES, LLC,  
a Connecticut limited liability company

By: \_\_\_\_\_

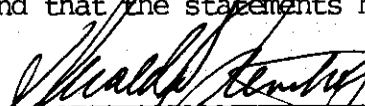
Brian Oliver, Member

STATE OF CONNECTICUT ss: Pawcatuck  
COUNTY OF NEW LONDON

On this the 26th day of May, 2005 before me personally appeared Brian Oliver, who, being sworn, declared that he is the Member of the above-named entity and that he signed the foregoing document as such authorized agent, and that the statements herein contained are true

  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SUPERIOR COURT #406723

On this the 26th day of May, 2005 before me personally appeared Dean Felicetti, who, being sworn, declared that he is the member of the above-named entity and that he signed the foregoing document as such authorized agent, and that the statements herein contained are true

  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SUPERIOR COURT #406723

On this the 26th day of May, 2005 before me personally appeared Brian Oliver, who, being sworn, declared that he is the Member of Oliver Consulting Services, LLC and that he signed the foregoing document as such authorized agent, and that the statements herein contained are true.

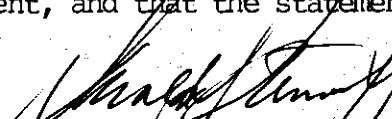
  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SUPERIOR COURT #406723

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement"), dated as of May 26, 2005, is entered into by and between The Oliver Group, LLC, a Rhode Island limited liability company ("TOG") and Oliver Consulting Services, LLC, a Connecticut limited liability company ("OCS").

**RECITALS**

WHEREAS, Brian Oliver and Dean Felicetti currently constitute all of the members of TOG and Brian Oliver is the sole member of OCS (collectively, the "Members"); and

WHEREAS, under the terms and conditions of this Agreement, the Members intend to cause OCS to merge with and into TOG.

NOW THEREFORE, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed by and among the parties as follows:

**Section 1. Transfer, Acceptance and Assumption.** On the date hereof (the "Effective Date"), OCS shall transfer and assign all of its assets and liabilities to TOG, and TOG shall accept such assets and shall assume such liabilities from OCS.

**Section 2. Ownership.** The interest held by the sole member of OCS shall be exchanged for a ninety-five percent (95%) post-merger membership interest in TOG and thereupon, such membership interest in OCS shall be deemed terminated.

**Section 3. Termination and Dissolution of OCS.** As of the Effective Date, TOG and OCS shall file Articles of Merger with the Rhode Island Secretary of State and the Connecticut Secretary of State. The articles shall include: (1) a statement that OCS was merged with and into TOG and thereby converted to a Rhode Island limited liability company to be known as "The Oliver Group, LLC"; (2) a statement that the conversion was effectuated by the unanimous consent of the members of TOG and the member of OCS; and (3) such other information as required by Rhode Island and Connecticut law. Thereafter, OCS shall cease to exist and the Members shall carry on the business of OCS only through TOG.

**Section 4. Articles of Organization of TOG.** There shall be no amendments to the existing Articles of Organization of TOG.

**Section 5. Miscellaneous Provisions.**

5.1 Entire agreement. This Agreement contains the complete agreement among the parties concerning its subject matter, and it supersedes any earlier agreements among them, whether written or oral, concerning its subject matter.

5.2 Amendments. No amendment of this Agreement shall be valid unless it is signed by all of the parties then in existence.

5.3 Governing law. This Agreement shall be governed exclusively by the laws of the State of Connecticut.

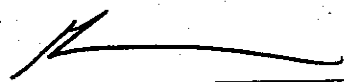
5.4 Forum. All disputes between the parties under or relating to this Agreement shall be resolved exclusively in the courts of the State of Connecticut.

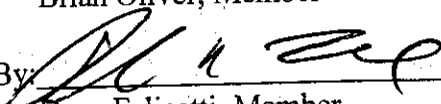
5.5 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties acknowledge that this Agreement is their free act and that they have executed this Agreement as of the day and year first above written.

THE OLIVER GROUP, LLC

By:   
Brian Oliver, Member

By:   
Dean Felicetti, Member

OLIVER CONSULTING SERVICES, LLC

By:   
Brian Oliver, Member