

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
100 North Main Street  
Providence, Rhode Island 02903-1335

**ARTICLES OF MERGER OR CONSOLIDATION INTO**

(To Be Filed In Duplicate Original)  
**TUCKAHOE TURF FARMS, 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 Rhode Island General Laws, 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 states under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
<u>7712 Tuckahoe Turf Farms, Inc.</u>	<u>Business Corporation</u>	<u>RI</u>
<u>Tuckahoe Land Investment Co., Inc.</u>	<u>Business Corporation</u>	<u>MA</u>

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 Tuckahoe Turf Farms, 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:  
N/A

f. If the surviving or new entity is to be governed by the laws of a state other than 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 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; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:  
N/A

g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is (if upon filing, so state) 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 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.**

a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares

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of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class:

<u>Name of Business Corporation</u>	<u>Total Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Tuckahoe Turf Farms, Inc.	889		

- b. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

<u>Name of Business Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
Tuckahoe Turf Farms, Inc.	889	0			

- c. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders. N/A

- d. Complete the following subparagraphs i, ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation. N/A

- i) The name of the subsidiary corporation is \_\_\_\_\_
- ii) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

<u>Number of Shares Outstanding of the Subsidiary Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares of Subsidiary Corporation Owned by Surviving Corporation</u>	<u>Designation of Class</u>

- iii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on \_\_\_\_\_

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**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.

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**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

Tuckahoe Turf Farms, Inc.

Print Entity Name

By: George P. Bates President  
Name of person signing: George P. Bates Title of person signing  
By: Louis A. Sgarzi Secretary  
Name of person signing: Louis A. Sgarzi Title of person signing  
STATE OF Massachusetts  
COUNTY OF Norfolk

In Canton, on this 29th day of November, 2004, before me personally appeared George P. Bates who, being duly sworn, declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Nina Herman  
Notary Public  
My Commission Expires: February 26, 2010  
NINA HERMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 26, 2010


Tuckahoe Land Investment Co., Inc.

Print Entity Name

By: George P. Bates President  
Name of person signing: George P. Bates Title of person signing  
By: Louis A. Sgarzi Clerk  
Name of person signing: Louis A. Sgarzi Title of person signing  
STATE OF Massachusetts  
COUNTY OF Norfolk

In Canton, on this 29th day of November, 2004, before me personally appeared Louis A. Sgarzi who, being duly sworn, declared that he/she is the Secretary of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Nina Herman  
Notary Public  
My Commission Expires: February 26, 2010  
NINA HERMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 26, 2010

 NINA HERMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 26, 2010

## **AGREEMENT AND PLAN OF MERGER**

This Agreement And Plan Of Merger (this Plan) dated November 29, 2004 by and between **TUCKAHOE TURF FARMS, INC.** (Tuckahoe Turf) and **TUCKAHOE LAND INVESTMENT CO., INC.** (Tuckahoe Land), such Corporations being hereinafter collectively referred to as the Constituent Corporations.

### **WITNESSETH:**

**WHEREAS**, Tuckahoe Turf is a Corporation duly organized and existing under the laws of the State of Rhode Island, having been incorporated on August 11, 1972, and having an authorized capital stock of 2,000 shares of common stock, no par value (Tuckahoe Turf Common Stock), of which 889 shares are issued and outstanding, and the holders of all such shares are entitled to vote on this Plan; and

**WHEREAS**, Tuckahoe Land is a Corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having been incorporated on September 27, 1990, and having an authorized capital stock of 15,000 shares of common stock, no par value (Tuckahoe Land Common Stock), of which 1778 shares are issued and outstanding and all such shares are entitled to vote on this Plan; and

**WHEREAS**, the respective Boards of Directors of Tuckahoe Turf and of Tuckahoe Land deem it advisable and for the best interests of said Corporations that Tuckahoe Land be merged with and into Tuckahoe Turf as the surviving Corporation (the Merger) as authorized by the statutes of the State of Rhode Island and of the Commonwealth of Massachusetts under and pursuant to the terms and conditions thereafter set forth, and for the shares of capital stock of Tuckahoe Land issued and outstanding at the Effective Date (as hereinafter defined) to be converted into shares of Tuckahoe Turf Common Stock, no par value, and each such Board has duly approved this Plan; and

**WHEREAS**, the Stockholders shall hereafter enter into an Agreement of Merger setting forth certain representations, warranties and covenants in connection with the Merger;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of Tuckahoe Turf, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval of adoption of this Plan by the requisite vote of the Stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

## **Article I: MERGER AND NAME OF SURVIVING CORPORATION**

At the Effective Date (as hereinafter defined), Tuckahoe Land shall be merged with and into Tuckahoe Turf, which is hereby designated as the Surviving Corporation, which shall not be a new corporation, which shall continue its corporate existence and continue to be governed by the laws of the State of Rhode Island, which shall continue to be so named, and which shall maintain a registered office in the State of Rhode Island.

## **Article II: PURPOSE**

The principal asset of Tuckahoe Land is the real estate upon which Tuckahoe Turf conducts its business operations in the State of Maine. The Stockholders of Tuckahoe Turf and their percent of ownership interest in Tuckahoe Turf are identical to the Stockholders of Tuckahoe Land and their percent of ownership interest in Tuckahoe Land. The composition of the Board of Directors of Tuckahoe Turf and the composition of the Board of Directors of Tuckahoe Land are also identical. There is costly duplication in administering, operating, and managing two separate corporations. Extra and unnecessary expenses are incurred in the areas of purchasing insurance, managing corporate books, accounts, and records, filing tax returns, paying filing fees, complying with requirements of the Secretary of State the State of Rhode Island, and the Secretary of State of the Commonwealth of Massachusetts, and the like.

The corporations should be merged for the purpose of preventing costly and expensive duplications so as (1) to provide for more managerial efficiency, (2) to become financially more efficient, and (3) to more effectively conduct operations.

## **Article III: TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Date:

(1) The Constituent Corporations shall be a single corporation, which shall be Tuckahoe Turf, the Corporation designated herein as the Surviving Corporation.

(2) The separate existence of Tuckahoe Land shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account,

as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to 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. Any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of Tuckahoe Land and its Stockholders, Board of Directors, committees elected or appointed by the Board of Directors, Officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of Tuckahoe Turf and shall be as effective and binding thereon as the same were with respect to Tuckahoe Land.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(b) The Board of Directors and the Officers of Tuckahoe Turf as of the Effective Date shall be: Board of Directors: George P. Bates and Louis A. Sgarzi; Officers: George P. Bates, President and Treasurer; Louis A. Sgarzi, Assistant Treasurer and Secretary; R. Christian Beasley, Vice President Sales; Stephen P. Donohue, Vice President Operations; Todd A. Johnston, Vice President Finance and Assistant Treasurer.

#### **Article IV: MANNER AND BASIS OF CONVERTING SHARES AND RELATED PROVISIONS**

The manner and basis of converting the issued and outstanding shares of each Constituent Corporation into shares of Tuckahoe Turf and the mode of carrying the Merger into effect are as follows:

(a) Each share of Tuckahoe Land Common Stock outstanding at the Effective Date shall be converted into fully paid and nonassessable shares of Tuckahoe Turf Common Stock (the Surviving Corporation) without any action on the part of the holder

thereof. After the Effective Date, each holder of an outstanding certificate or certificates which, prior thereto, represented shares of Tuckahoe Land Common Stock shall be entitled, upon surrender thereof to receive in exchange therefor a certificate or certificates representing the number of whole shares of Tuckahoe Turf Common Stock into or for which his shares have been converted or exchanged; Provided, however, that no fractional shares of Tuckahoe Turf Common Stock shall be issued pursuant to the Merger and the aggregate number of shares of Tuckahoe Turf Common Stock to be issued pursuant to the Merger shall be determined by rounding any fractional share to which any Stockholder of Tuckahoe Land may otherwise be entitled to the nearest whole share. Until surrendered, each outstanding certificate which, prior to the Effective Date represented shares of Tuckahoe Land Common Stock shall for all purposes evidence the ownership of the shares of Tuckahoe Turf Common Stock into or for which such shares have been so converted or exchanged.

(b) Presently, there are 2,000 shares of Tuckahoe Turf Common Stock that are authorized and 889 of said shares have been issued. After the Effective Date, there shall remain 2,000 shares of Tuckahoe Turf Common Stock that are authorized and there shall then be 1,100 shares that have been issued.

(c) All shares of Stock into which shares of Tuckahoe Land Common Stock shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

#### **Article V: CERTIFICATE OF INCORPORATION AND BY-LAWS**

(a) The Certificate of Incorporation of Tuckahoe Turf as existing and constituted immediately prior to the Effective Date shall, upon the Merger becoming effective, be and constitute the Certificate of Incorporation of the Tuckahoe Turf until amended in the manner provided by law.

(b) The By-laws of Tuckahoe Turf as existing and constituted immediately prior to the Effective Date shall, upon the Merger becoming effective, be and constitute the By-laws of Tuckahoe Turf until amended in the manner provided by law.

#### **Article VI: OTHER PROVISIONS WITH RESPECT TO MERGER**

(a) This Plan shall be submitted to the Stockholders of each Constituent Corporation as provided by the applicable laws of the State of Rhode Island and of the Commonwealth of Massachusetts. After the approval or adoption thereof by the Stockholders of each Constituent Corporation in accordance with the requirements of the laws of the State of Rhode Island and of the Commonwealth of Massachusetts, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the applicable statutes of the State of Rhode Island and of the Commonwealth of Massachusetts.

(b) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the Stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

#### **Article VII: APPROVAL AND EFFECTIVE TIME OF THE MERGER**

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporation in accordance with the Business Corporation Law of the State of Rhode Island and the Business Corporation Law of the Commonwealth of Massachusetts, and

(2) Articles of Merger, setting forth the information required by, and executed and verified in accordance with, Rhode Island General Laws, 156, as amended, shall be filed in the office of the Secretary of State of the State of Rhode Island. The particular time and date at which such filing shall be accomplished shall herein be referred to as the Effective Date.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

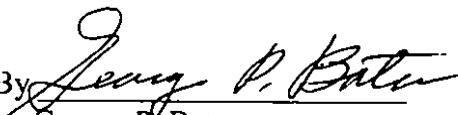
(c) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Rhode Island and of the Commonwealth of Massachusetts, as appropriate.


(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals by their representatives duly authorized, on this 29th day of November, 2004.

Tuckahoe Turf Farms, Inc.

Tuckahoe Land Investment Co., Inc.

By:   
George P. Bates,  
President & Treasurer

By:   
George P. Bates,  
President & Treasurer

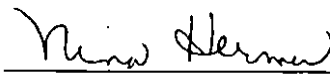


Commonwealth of Massachusetts

Norfolk, ss

November 29, 2004

On this 29th day of November, 2004 before me personally appeared George P. Bates, to me known, and known by me to be the President and Treasurer of Tuckahoe Turf Farms, Inc. who, being by me duly sworn, did depose and say that he is the President and Treasurer of Tuckahoe Turf Farms, Inc. the Corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation.



Nina Herman

My Commission Expires Feb. 26, 2010

Notary Public



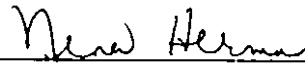
NINA HERMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 26, 2010

Commonwealth of Massachusetts

Norfolk, ss

November 29, 2004

On this 29th day of November, 2004, before me personally appeared George P. Bates, to me known, and known by me to be the President and Treasurer of Tuckahoe Land Investment Co. who, being by me duly sworn, did depose and say that he is the President and Treasurer of Tuckahoe Land Investment Co., Inc. the Corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said Corporation.



Nina Herman

My Commission Expires Feb. 26, 2010

Notary Public



NINA HERMAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 26, 2010