



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)

r.I.T.e. Solutions, 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	ID No.	Type of entity	State under which entity is organized
<u>r.I.T.e. Solutions, Inc.</u>	<u>(109820)</u>	<u>Corporation</u>	<u>RI</u>
<u>r.I.T.e. Solutions, L.L.C.</u>	<u>(109868)</u>	<u>Limited Liability Company</u>	<u>RI</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 r.I.T.e. Solutions, 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:  
RITE-SOLUTIONS, INC.
- 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 7-1.1-107, 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:

Name of Business Corporation	Total Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
r.I.T.e. Solutions, Inc.	100	None	None

- 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.

Name of Business Corporation	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
r.I.T.e. Solutions, Inc.	100	0	None	None	None

- 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.

i) The name of the subsidiary corporation is N/A

- 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.

Number of Shares Outstanding of the Subsidiary Corporation	Designation of Class	Number of Shares of Subsidiary Corporation Owned by Surviving Corporation	Designation of Class

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

.....

**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

r.I.T.e. Solutions, L.L.C.

Print Entity Name

By: James Lavoie  
Name of person signing

Sole Member  
Title of person signing

By: \_\_\_\_\_  
Name of person signing

\_\_\_\_\_  
Title of person signing

STATE OF CONNECTICUT

COUNTY OF New London

In Stonington, on this 10th day of January, 2002, before me personally appeared James Lavoie who, being duly sworn, declared that he ~~was~~ is the Sole Member of the above-named entity and that he ~~was~~ signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Joann A. Beverly  
Notary Public

My Commission Expires: \_\_\_\_\_

**JOANN A. BEVERLY**

Notary Public

My Commission Expires Nov. 30, 2004

r.I.T.e. Solutions, Inc.

Print Entity Name

By: Joseph Marino  
Name of person signing

President  
Title of person signing

By: Linda M. Edwards  
Name of person signing

Secretary  
Title of person signing

STATE OF CONNECTICUT

COUNTY OF New London

In Stonington, on this 10th day of January, 2002, before me personally appeared Joseph Marino who, being duly sworn, declared that he ~~was~~ is the President of the above-named entity and that he ~~was~~ signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Joann A. Beverly  
Notary Public

My Commission Expires: \_\_\_\_\_

**JOANN A. BEVERLY**

Notary Public

My Commission Expires Nov. 30, 2004

## **AGREEMENT OF MERGER**

Agreement of Merger, entered into as of the 1<sup>st</sup> day of January, 2002, by and between **r.l.T.e. Solutions, Inc.**, a Rhode Island corporation (hereinafter sometimes referred to as the "Corporation") and **r.l.T.e. Solutions, L.L.C.**, a Rhode Island limited liability company (hereinafter sometimes referred to as the "LLC").

### **R E C I T A L S :**

James R. Lavoie is the sole member of the LLC and Linda M. Edwards is the sole shareholder of the Corporation.

The Corporation and the LLC deem it advisable and generally to their welfare and in their respective stockholder's and member's best interests that the LLC be merged into the Corporation, in accordance with the provisions of the Rhode Island Limited Liability Company Act pursuant to Rhode Island General Laws 79-16-59 (1) et. sec., as in effect from time to time, and in accordance with the provisions of the Rhode Island Business Corporations Act pursuant to Rhode Island General Laws 7-1.1-65 et. sec., as in effect from time to time.

NOW THEREFORE, the parties hereto, in consideration of the premises herein, agree as follows:

### **SECTION 1.        MEMBERSHIP INTERESTS OF THE LLC AND ISSUED STOCK OF THE CORPORATION**

The Corporation, as set forth in its Articles of Incorporation which were filed with the office of the Secretary of State of the State of Rhode Island on December 16, 1999, has authorized capital stock consisting of six hundred (600) shares of Common Stock, without par value, of which one hundred (100) shares of Common Stock is now issued and outstanding. The Corporation has a single shareholder.

The Articles of Incorporation of the LLC were filed with the office of the Secretary of State of the State of Rhode Island on December 21, 1999. The LLC has a single member.

### **SECTION 2.        APPROVALS.**

#### **Section 2.1.    The Corporation.**

The Board of Directors of the Corporation, by unanimous consent dated November 5, 2001, approved and adopted this Agreement of Merger. The Board of Directors of the Corporation mailed copies of this Agreement of Merger and the Unanimous

Consent of the Directors to the Shareholder of the Corporation on November 5, 2001. The  
3  
Shareholder of the Corporation, by written consent dated as of January 1, 2002, consented  
to adopt this Agreement of Merger.

Section 2.2. The Limited Liability Company.

The sole member of the LLC has voted unanimously to approve and adopt this  
Agreement of Merger, as evidenced by written consent dated even date.

**SECTION 3. MERGER.**

The LLC hereby merges into the Corporation, to be effective as of January 1, 2002  
(the "Merger Date"). The Corporation shall be the survivor of the Merger, unaffected and  
unimpaired by the Merger unless otherwise stated herein, and shall hereinafter sometimes  
be referred to as the "Surviving Corporation."

**SECTION 4. AMENDMENT OF ARTICLES OF INCORPORATION OF THE  
SURVIVING CORPORATION**

The Articles of Incorporation of the Corporation shall be the Articles of Incorporation  
of the Surviving Corporation, provided that *Articles 1, 3, 4, 5, 6 and 8* thereof shall be  
amended as provided on Exhibit A hereto incorporated herein by reference but *Articles 2,*  
*7, 9 and 10* thereof shall remain as originally filed on December 16, 1999 with the Rhode  
Island Secretary of State.

**SECTION 5. CONVERSION OF MEMBERSHIP INTERESTS AND CAPITAL  
STOCK.**

The manner of converting the outstanding authorized membership interests of the  
LLC into shares of the Surviving Corporation shall be as follows:

a) All of the authorized and issued shares of capital stock of the Surviving  
Corporation outstanding on the Merger Date, being one hundred (100) shares of common  
stock, without par value, shall be surrendered to the Corporation and canceled; and

b) All of the membership interests of the LLC outstanding on the Merger Date,  
being one (1) membership interest shall not be transferred nor shall the beneficial interest  
thereto pass to the Surviving Corporation but such membership interest shall be  
surrendered on the Merger Date for cancellation; and

c) One Hundred Fifty Thousand (150,000) Shares of the Series A Voting Common Stock of the Surviving Corporation shall be issued to the former member of the LLC and Fifty Thousand (50,000) shares of Series B Non-Voting Common Stock of the Surviving Corporation shall be issued to the former shareholder of the Corporation.

**SECTION 6. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION.**

The first Board of Directors of the Surviving Corporation shall be listed below, who shall hold such directorships from and after the Merger Date until the earlier to occur of any Special Meeting of the Stockholders of the Surviving Corporation or the annual meeting of the Stockholders, to be held thereafter until their successors are elected, as follows:

**NAMES OF DIRECTORS**

James R. Lavoie

Joseph M. Marino

Ray Halbritter

Craig Clark

Frank Riolo

Linda M. Edwards

Michael S. Bean (*Non-Voting*)

The officers of the Surviving Corporation shall be a chief executive officer, chief financial officer, chief operating officer, president, executive vice president, secretary, and treasurer, who shall be as listed below from and after the Merger Date until the earlier to occur of any Special Meeting of the Board of Directors or the annual meeting of the Board of Directors to be held thereafter and until their successors are elected:

**OFFICE**

**NAMES**

Chief Executive Officer

James R. Lavoie

President

Joseph M. Marino

Chief Operating Officer

Edward J. Hole

Chief Financial Officer,  
Treasurer and Secretary

Linda M. Edwards

Executive Vice President

Michael S. Bean

## **SECTION 7. EFFECT OF MERGER.**

On the Merger Date, the separate existence of the LLC shall cease, and the LLC shall be merged with and into the Corporation in accordance with the provisions of this Agreement and in accordance with the provisions of Rhode Island General Laws 79-16-59(1) et. sec., as in effect from time to time, of the Rhode Island Limited Liability Company Act and in accordance with the provisions of Rhode Island General Laws 7-1.1-65 et. sec., as in effect from time to time, of the Rhode Island Business Corporations Act and with the following consequences:

(a) the Surviving Corporation shall possess all:

(i) rights, privileges, powers, franchises and trust and fiduciary duties, powers and obligations as well of a public as of a private nature of each of the LLC and the Corporation; and

(ii) real and personal (tangible and intangible) property of the LLC and the Corporation, whether vested by deed or otherwise; and

(iii) debts due to each of the LLC and the Corporation on whatever account, including without limitation stock subscriptions, as well as all other things in action or belonging to each of the LLC and the Corporation; and

all of the foregoing shall be vested in the Surviving Corporation, and shall thereafter be the property of the Surviving Corporation as they were of the LLC.

(b) all rights of creditors of the LLC and the Corporation or of their shareholders, directors or officers, and all liens upon the property of either of the LLC or the Corporation as originally constituted, shall be preserved unimpaired, and all debts, obligations, liabilities and duties of either of the LLC or the Corporation 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 originally incurred or contracted by the Surviving Corporation; and

(c) Any claims, actions or proceedings pending by or against either of the LLC or the Corporation as originally constituted may be prosecuted to judgment with the Surviving Corporation substituted in the place of either the LLC or the Corporation

and to the same extent as if such claims, actions and proceedings had been originally brought by or against the Surviving Corporation; and

(d) The assets, liabilities, reserves and accounts of the LLC and the Corporation shall be taken up on the books of the Surviving Corporation at the amounts at which they, respectively, were carried on the books of either of the originally constituted LLC and Corporation, subject to such adjustments or eliminations of intercompany items, as may be appropriate in giving effect to the merger.

The LLC shall not be required to wind up its affairs or pay its liabilities and distribute its assets under Rhode Island General Laws.

If at any time the Surviving Corporation shall require that any further deeds, assignments, or other instruments or any other things are necessary or advisable to vest, perfect, or confer, of record or otherwise, in the Surviving Corporation the title to any property or rights of the LLC acquired or to be acquired by reason of the merger, the LLC and its members shall execute and deliver all such deeds, assignments, and other instruments and do all things necessary to vest, perfect, or confirm title to such property or rights in the LLC and otherwise to carry out the terms of this Agreement, and the members of the LLC and the officers and directors of the Surviving Corporation are fully authorized in the name of the LLC or otherwise to take any and all such action.

From and after the Merger Date, the Surviving Corporation shall have the unlimited right and authority to execute and deliver, on behalf of and in the name of the LLC, such documents, agreements, instruments and contracts as may be necessary, appropriate, or desirable to give effect to the purpose of this merger, whether to satisfy the requirements of third parties, including the U.S. Government for administrative convenience, or otherwise, and such execution and delivery by the Surviving Corporation shall be deemed, as and to extent necessary under the circumstances, to be the act of the LLC. The LLC agrees that, from and after the Merger Date, and in order to give effect to the intent of this paragraph, the President and CEO of the Surviving Corporation or his designee, shall be authorized to designate those persons who shall be authorized to execute and deliver any and all documents, agreements, instruments, writings, invoices and contracts in the name of and on behalf of the LLC (specifically including contracts, delivery orders, task orders, agreements, documents, pending proposals, and invoices involving the LLC's business dealings with the U.S. Government), and otherwise act in the name of and on behalf of the LLC, such persons to include (until otherwise determined by the CEO of the Surviving Corporation), but not be limited to Joseph M. Marino, Linda M. Edwards and Edward J. Hole.



**SECTION 8. COVENANTS.**

(a) Negative. Between the date hereof and the Merger Date, the LLC and the Corporation will not, except with the prior written consent of the other:

(i) incur any liability (absolute or contingent) except current liabilities incurred in the ordinary course of business;

(ii) discharge or satisfy any lien or incumbrance or pay any liability other than current liabilities incurred in the ordinary course of business;

(iii) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible;

(iv) sell or transfer any of its tangible assets or cancel any debts to it or claims except in each case in the ordinary course of business; or

(v) enter into any other transaction other than in the ordinary course of business.

(b) Affirmative. From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, the LLC will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all of LLC's property, rights, privileges, powers, and franchises and otherwise to carry out the intents and purposes of this Agreement of Merger.

**SECTION 9. AMENDMENT OF AGREEMENT OF MERGER.**

The Surviving Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Agreement of Merger, in the manner now or hereafter prescribed by the General Corporation Law of Rhode Island, as amended, and all rights and powers conferred herein upon stockholders, directors or officers of the Surviving Corporation are granted subject to this reservation.

**SECTION 10. TERMINATION.**

This Agreement of Merger may be terminated and the merger provided for hereby abandoned: (1) by vote of the Board of Directors of the Corporation and vote of the sole member of the LLC at any time prior to the Merger Date; or (2) by vote of the Board of Directors of the Corporation and the vote of the Sole Member of the LLC at any time on or

after March 30, 2002, if the merger contemplated hereto shall not have been effected prior hereto. In the event of any such termination and abandonment, this Agreement of Merger shall have no force or effect, and there shall be no liability on the part of either of the constituent corporations or of any director, officer, or shareholder of either of such constituent corporations in respect thereof.

**SECTION 11. MISCELLANEOUS.**

This Agreement of Merger may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall, together, constitute but one and the same instrument.

The Surviving Corporation shall pay all expenses incurred by the LLC and the Corporation in connection with the preparation of this Agreement of Merger and consummating the merger contemplated hereby.

Nothing in this Agreement is intended to transfer United States Federal or State Government contracts prior to a formal novation, in form and substance accepted in writing by the appropriate governmental agency.

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IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be hereunto affixed and these presents to be signed and acknowledged by their duly authorized representatives, all as of the day and year first above written.

WITNESS:

Amy Mauer

r.l.T.e. Solutions, L.L.C.

By: James R. Lavoie  
James R. Lavoie  
Its: Sole Member

WITNESS:

Amy Mauer

r.l.T.e. Solutions, Inc.

By: Joseph M. Marino  
Joseph M. Marino  
Its: President

Amy Mauer

By: Linda M. Edwards  
Linda M. Edwards  
Its: Secretary

I, **James R. Lavoie**, sole member of r.l.T.e. Solutions, L.L.C., a limited liability company duly organized and existing under and by virtue of the laws of the State of Rhode Island, do hereby certify that as of January 1, 2002, the foregoing Agreement of Merger was approved by the Sole Member.

IN WITNESS WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of January, 2002.

James R. Lavoie  
Sole Member

I, **Linda M. Edwards**, being the sole shareholder of r.l.T.e. Solutions, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Rhode Island, do hereby certify that as of January 1, 2002, the sole shareholder of said corporation:

- 1) waived her rights under R.I. General Laws 7-1.1-74 to dissent to the Merger contemplated in this Agreement with r.l.T.e. Solutions, L.L.C.; and
- 2) consented pursuant to R.I. General Laws 7-1.1-67 to the merger with r.l.T.e. Solutions, L.L.C. contemplated in the Agreement of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of January, 2002.

Linda M. Edwards  
Sole Shareholder

STATE OF CONNECTICUT  
COUNTY OF New London

In Pawcatuck, in said County, on this 10<sup>th</sup> day of January, 2002, there personally appeared before me James R. Lavoie, sole member of r.I.T.e. Solutions, L.L.C., a limited liability company existing under the laws of the State of Rhode Island, and one of the entities described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and he duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said limited liability company.

Joann A. Beverly  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT  
COUNTY OF New London

JOANN A. BEVERLY  
Notary Public  
My Commission Expires Nov. 30, 2004

In Pawcatuck, in said County, on this 10<sup>th</sup> day of January, 2002, there personally appeared before me Linda M. Edwards, Secretary of r.I.T.e. Solutions, Inc., a corporation existing under the laws of the State of Rhode Island, and Joseph Marino, President of said Corporation, and one of the entities described in and which executed the foregoing Agreement of Merger, known to me personally to be such, and each duly executed said Agreement of Merger before me and acknowledged said Agreement of Merger to be the act, deed and agreement of said corporation.

Joann A. Beverly  
Notary Public  
My Commission Expires:

**EXHIBIT A**

**r.l.T.e. Solutions, Inc.**  
**AMENDMENT TO ARTICLES OF INCORPORATION**

**"ARTICLE ONE, as Amended.** Said corporation shall be known by the name of  
  
*RITE-SOLUTIONS, INC.*

**ARTICLE TWO.** No change from Original Articles of Incorporation.

**ARTICLE THREE, as Amended.** Said corporation is formed for the following purposes:

*"To develop and implement computer software and hardware and to consult in the computer software business with business customers, and to engage in and carry on any other lawful act, purpose or business for which a corporation may be organized under the Rhode Island Business Corporation Act, as amended."*

**ARTICLE FOUR, as Amended.** The aggregate number of shares which the corporation shall have authority to issue, the designations, powers, preferences, rights, qualifications, limitations and restrictions thereof:

(A) The total amount of authorized capital stock of said Corporation shall be 1,000,000 shares of common stock, no par value, of which there shall be 300,000 shares of Series A Voting Common Stock, no par value, and 700,000 shares of Series B Non-Voting Common Stock, no par value. The capital stock may be issued by said Corporation from time to time for such consideration, consisting of cash, services, personal property, tangible or intangible, or real estate, as may be fixed from time to time by the Board of Directors.

(B) The designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations, or restrictions thereof, of the shares of Series A Common Stock and Series B Common Stock, shall be as follows:

1. **Voting Rights.** Except as otherwise required by law, the voting power for the election of officers and for all other purposes shall be vested exclusively in the holders of shares of Series A Common Stock, and holders of shares of Series B Common Stock shall not have any voting power or be entitled to receive any notice of meetings of stockholders.

2. **Right of First Refusal.**

2.1 Before any shares of Common Stock, or any beneficial interest therein, may be sold, transferred or assigned (including transfer by operation of law) or pledged, hypothecated or encumbered by any of the Shareholders (a "**Selling Shareholder**") [except to a bank or other lending institution to secure loans extended by such bank or

Article Four Amendment  
(Cont'd)

other lending institution to the Corporation and except to a legal entity wholly owned by a Series A Voting Common Stock Shareholder, which legal entity sale, transfer or assignment must be approved in writing by all the Series A Voting Common Stock Shareholders in their sole discretion, which bank or other lending institution or other legal entity excepted as above, prior to such pledge, hypothecation or encumbrance, agrees in writing to be bound by the provisions of these Articles and delivers written notice of such agreement to the Corporation]:

(a) such shares of Common Stock consisting of Series A shares shall first be offered to the other Series A Shareholders (but not to the Series B Shareholders) and then to the Corporation (but not to the Series B Shareholders), all as set forth below; and

(b) such shares of Common Stock consisting of Series B shares shall be offered to the Corporation (but not to the Series A Shareholders and not to the other Series B Shareholders), all as set forth below.

2.2 The Selling Shareholder shall deliver a notice (the "Notice") to the Corporation or the other Series A Shareholders, as the case may be, stating (i) his bona fide intention to sell or transfer such shares, (ii) the number of shares proposed to be sold or transferred (the "Noticed Shares"), (iii) the price for which it is proposed to sell or transfer the Noticed Shares (in the case of a transfer not involving a third-party offer to purchase such price shall be deemed to be fair market value of the Noticed Shares as determined pursuant to Section 2.4 hereof) and the terms of payment of that price and other terms and conditions of sale, including a copy of any third-party offer, if any, to purchase the Noticed Shares, and (iv) the name and address of the proposed purchaser or transferee. A Selling Shareholder shall not effect, or attempt to effect, any sale or other transfer for value of the Common Stock other than for money or an obligation to pay money.

2.3 For a period of thirty (30) days after receipt of the Notice, the remaining Series A Shareholders, or the Corporation, as the case may be, subject to Section 2.1 hereof, shall have the right to purchase pro rata all of the Noticed Shares (pro rata on the basis of those remaining Series A Shareholders that elect, subject to Section 2.1 hereof, to purchase such Noticed Shares based on the number of shares of the Common Stock owned by them in the aggregate). The price per share of the Noticed Shares to be purchased pursuant to this Section 2.3 shall be, in the case of a third-party offer to purchase, the price per share as set forth in the Notice and, in the case of a transfer not involving a third-party offer to purchase, the fair market value of such shares determined pursuant to Section 2.4 hereof. The purchase of the Series A Noticed Shares by the remaining Series A Shareholders shall be on the same terms and subject to the same conditions as those set forth in the Notice, but the purchase of all Series A or Series B Shares by the Corporation shall be on the terms and provisions set forth in Section 2.6 hereof. If the remaining Series A Shareholders, subject to Section 2.1 hereof, elect not to purchase all the Noticed Series A Shares, the Selling Shareholder shall give written notice to the Corporation within the thirty (30) day period following receipt of the Notice, and, for

**Article Four Amendment**  
(Cont'd)

MERGER AGREEMENT  
Execution Document  
as of January 1, 2002

a period of twenty (20) days after receipt of the aforementioned notice from the Selling Shareholder, the Corporation shall have the right to purchase all of the Noticed Series A Shares not purchased by the remaining Series A Shareholders on the same price, as set forth in the Notice and pursuant to the terms and provisions of Section 2.6 hereof; provided, however, that the price per share shall be, in the case of a transfer not involving a sale, the fair market value of such shares determined pursuant to Section 2.4. hereof.

2.4 In the case of a transfer of shares of Common Stock not involving a third-party offer to purchase, the "fair market value" thereof shall be the Appraised Repurchase Price (defined in Section 3.2.2 below). This determination will be final and binding upon all parties and persons claiming under or through them. Anything in this Section 2.4 to the contrary notwithstanding, if a Selling Shareholder is not satisfied with the determination of the Appraised Repurchase Price, such Shareholder is not required to proceed with the proposed transfer of shares of Common Stock not involving a sale, and in such event, selling Shareholder may retain such shares subject to these Articles.

2.5 If the Corporation or the remaining Shareholders, as applicable, do not elect to purchase all of the shares of Common Stock to which the Notice refers as provided in Section 2.2 hereof, then none of the Shares shall be purchased (unless the Selling Shareholder elects otherwise), and the Selling Shareholder may sell or transfer all (but not less than all) of such Shares to any purchaser or transferee named in the Notice at, in the case of a sale, the price and upon the terms specified in the Notice or at a higher price, provided that such sale or transfer is consummated within ninety (90) days of the date of the Notice to the Corporation.

2.6 (a) In the event that the right of first refusal, for either (i) Series A Voting Common stock not involving a third-party offer to purchase; or (ii) any Series B Non-Voting Common Stock, is exercised by the Corporation in accordance with the terms hereof, the purchase price payable by the Corporation for the Common Stock which it shall purchase pursuant to this Section 2 shall be payable in five (5) equal consecutive annual installments with interest at the Wall Street Journal Annual Prime Rate of interest, as in effect from time to time on the unpaid balance beginning sixty (60) days after the date of sale; provided, that the Corporation shall not be required to pay more than \$10,000 pursuant to this Section 2 in any one calendar year, and if the aggregate amount payable in respect of all Common Stock purchased pursuant to this Section 2.6 in any one calendar year would exceed \$50,000, then the Corporation may ratably reduce all payments otherwise due in such calendar year (other than payments made in such calendar year prior to said \$50,000 coming into effect) so that the aggregate amount payable in such calendar year shall not exceed \$50,000. The amounts not paid on account of the \$50,000 annual limitation shall be paid, with interest at the Wall Street Journal Annual Prime Rate of interest, as in effect from time to time, in the next succeeding calendar year, subject, however, to such \$50,000 annual limitation in the then current year.

(b) Notwithstanding the foregoing Subsection 2.6(a), in the even that the right of first refusal for Series A Voting Common stock is exercised where there had

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been a third-party offer to purchase, the purchase by either the Corporation or non-selling Series A Shareholder shall be upon the same terms and subject to the same conditions as set forth in the Notice.

2.7 If the Corporation exercises the Right of First Refusal for Series B Common Stock, in accordance with the terms hereof, the Board of Directors may, at its discretion, deliver to the remaining Series B Shareholders (but not to the Series A Shareholders) notice that the remaining Series B Shareholders have the option to purchase from the Corporation, subject to all of the terms and provisions of this Agreement, such shares of Series B Common Stock which the Corporation has purchased pursuant to Right of First Refusal. Such Notice shall set forth the Purchase Price therefor at which the Corporation purchased said stock and shall include a statement of the percentage interest represented by said Common Stock (the "Corporate Notice"). If the Board of Directors so determines, the Series B Shareholders shall have the option to purchase for cash any and all of the shares of Series B Common Stock described in the Corporate Notice in proportion to their respective Series B Common Stock percentage interests. Such option shall be exercised, if at all, by written notice to the Board of Directors given within thirty (30) days after the giving of the Corporate Notice. Such notice of exercise shall state the maximum number of shares of Series B Common Stock such Shareholder wishes to purchase. At the conclusion of such period, the Board of Directors shall allocate the available Series B Common Stock among the Series B Shareholders that exercised such option in proportion to such Series B Shareholders' respective percentage interests, until any Shareholder has been allocated the maximum number of shares such Shareholder elected to purchase, and then shall continue to allocate in like fashion among the remaining electing Series B Shareholders until all such shares have been allocated. The closing of all such purchases shall take place at the offices of the Corporation not more than sixty (60) days after the date of termination of employment. The purchase price payable by the Series B Shareholders shall be paid in cash at the closing.

2.8 Notwithstanding Sections 2.1 through 2.7, neither the Corporation nor any Shareholder shall have any rights under this Section 2: (i) in connection with and at any time subsequent to the closing of an underwritten public offering of the equity securities of the Corporation pursuant to a registration statement declared effective under the Securities Act of 1933, as amended (the "Securities Act"); (ii) at any time after any equity securities of the Corporation have been registered under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); or (iii) at any time after any transfer of equity securities of the Corporation in connection with a sale of the Corporation, whether such sale is effected by merger, consolidation, sale of assets or sale or exchange of stock representing at least ninety percent (90%) of the voting power of the stock of the Corporation (in terms of number of votes for the election of directors).



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3. Call Right on Termination of Employment of a Shareholder or Insolvency of the Oneida Indian Nation.

3.1 Upon: (a) the termination for any reason, including death or disability, of the employment by the Corporation of a holder of Series B Non-Voting Common Stock, (b) the insolvency of Oneida Indian Nation, or (c) the death, mental incapacity or insolvency of James R. Lavoie, the Corporation, subject to the proviso set forth in Section 3.2.5 hereof, shall have the right to purchase, and the Shareholder (and any transferees other than pursuant to a Sale) shall be required to sell, all of the Common Stock held by such Shareholder (the "Call Right"). The Corporation shall exercise the Call Right by giving written notice thereof to: (a) the terminated Shareholder within thirty (30) Business days after the date of termination of the Shareholder's employment by the Corporation or any Subsidiary, (b) the Oneida Indian Nation within thirty (30) business days after the Corporation learns of the Oneida Indian Nation's insolvency, or (c) James R. Lavoie within thirty (30) business days after the Corporation learns of Mr. Lavoie's death, mental incapacity or insolvency. Notwithstanding the foregoing, in the event of the death, mental incapacity or insolvency of James R. Lavoie, the Senior Management of the Corporation (consisting of Linda M. Edwards, Edward J. Hole and Joseph M. Marino) shall have a right of first refusal, on a pro rata basis, to exercise the Call Right prior to the Corporation exercising the Call Right. Should the Senior Management of the Corporation so exercise, individually or collectively, said right of first refusal to exercise the Call Right, the Senior Management shall be obligated to follow all of the terms and provisions to which the Call Right is subject pursuant to this Section 3 of this Shareholders' Agreement as if exercised by the Corporation except for Section 3.2.3 and Section 3.2.4 which shall not be applicable to Senior Management, but for all other purposes of this Agreement the Senior Management shall thereafter collectively have the same rights as, and be subject to the same obligations of, the Individual Series A Shareholder (as defined in Section 6.1(b) hereof).

3.2 In the event that the Call Right is exercised in accordance with the terms hereof, the purchase price for such Common Stock shall be determined as follows:

3.2.1 The purchase price for the Common Stock ("Common Repurchase Price") shall be the Appraised Repurchase Price (defined below) unless after the determination of the Appraised Repurchase Price there has occurred a transaction at arm's length with a third party that in the good faith determination of the Board of Directors provides a reasonable basis for establishing the fair market value of the Corporation, in which case the Common Repurchase Price shall be as determined by the Board of Directors in good faith based on the most recent such transaction, without discount for minority interest, illiquidity or similar factors.

3.2.2 The Appraised Repurchase Price shall be determined by a single appraiser selected by the Board of Directors. Such appraiser shall be experienced in valuing enterprises like the Corporation. The Appraised Repurchase

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Price shall be the amount which would be distributed in liquidation of the Corporation in respect of such Common Stock if the amount to be distributed to all Shareholders were the amount received in an arm's length sale of all of the Corporation's capital stock in a transaction in which no party was under any compulsion to buy or to sell. For purposes of Section 3.2.2, an Appraised Repurchase Price shall remain in effect for twelve (12) months after the date as of which such Appraised Repurchase Price was determined.

3.2.3 In the event that the Call Right is exercised by the Corporation in accordance with the terms hereof, the Board of Directors may, at its discretion, deliver to each of the Shareholders notice ("Repurchase Notice") that the Series A Shareholders have the option to purchase from the Corporation, subject to the limitations in Section 2.1 hereof, such Series A Common Stock, or, as the case may be, that the Series B Shareholders have the option to purchase from the Corporation, subject to the limitations in Section 2.1 hereof, such Series B Common Stock, which notice shall set forth the Common Repurchase Price and include a statement of such Shareholder's percentage interest in the respective Series A or Series B Common Stock. If the Board of Directors so determines, the Shareholders shall have the option to purchase for cash any and all of the Common Stock described in the Repurchase Notice in proportion to their respective Common Stock percentage interests. Such option shall be exercised, if at all, by written notice to the Board of Directors given within thirty (30) days after the giving of the Repurchase Notice. Such notice of exercise shall state the maximum number of shares of Common Stock such Shareholder wishes to purchase. At the conclusion of such period, the Board of Directors shall allocate the available Common Stock among the Shareholders that exercised such option in proportion to such Shareholders' respective percentage interests, until any Shareholder has been allocated the maximum number of shares such Shareholder elected to purchase, and then shall continue to allocate in like fashion among the remaining electing Shareholders until all such shares have been allocated. The closing all such purchases shall take place at the offices of the Corporation not more than sixty (60) days after the date of termination of employment. The purchase price payable by the Shareholders shall be paid in cash at the closing.

3.2.4 In the event that the Call Right is exercised by the Corporation in accordance with the terms hereof, the Corporation shall retain the Common Stock of the terminated Shareholder not otherwise purchased from the Corporation by the other Shareholders.

3.2.5 In the event that the Call Right is exercised in accordance with the terms hereof, the purchase price payable for the Common Stock purchased pursuant to this Section 3 shall be payable in five equal consecutive annual installments with interest at the rate per annum of the Wall Street Journal Prime Rate of interest, as in effect from time to time, on the unpaid balance beginning sixty (60) days after the date of termination of employment, provided, however:

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(a) that the Corporation shall not be required to pay more than \$10,000 per Series B Non-Voting Common Stock Shareholder redeemed pursuant to this Section 3 in any one calendar year, and if the aggregate amount payable in respect of all Common Stock purchased pursuant to this Section 3.2 in any one calendar year would exceed \$50,000 for all Series B Non-Voting Common Stock Shareholders so redeemed, then the Corporation may ratably reduce all payments thereafter due in such calendar year (other than payments made in such calendar year prior to said \$50,000 coming into effect) so that the aggregate amount so payable in such calendar year shall not exceed \$50,000. The amounts not paid on account of the said \$50,000 annual limitation shall be paid, with interest at the rate per annum of the Wall Street Journal Prime Rate of interest, as in effect from time to time, in the next succeeding calendar year, subject, however, to the said \$50,000 annual aggregate limitation in the then current year, and

(b) that the amortization schedule for the installment payments of any redeemed Series A Voting Common Stock shall be subject to mutual agreement between the Series A Shareholder, or its or his representative, and the Corporation, to be determined so as to not cause financial hardship to either the Series A Shareholder or the Corporation.

4. Preemptive Rights.

4.1 Right to Purchase. Prior to the consummation of a public offering, the Corporation shall only issue new shares (the "New Shares"), whether common or preferred, in excess of the One Million (1,000,000) shares of Common Stock authorized as of the Effective Date in accordance with the following terms:

(a) In the event the Corporation desires to issue any New Shares, it shall first deliver to each then existing Shareholder holding capital stock, and shall deliver to all Optionees holding an option for vested or unvested shares of capital stock (each such Person being referred to in this Section 4 as a "Buyer") a written notice (the "Notice of Proposed Issuance") specifying the type and total number of such New Shares which the Corporation then desires to issue (the "Offered New Shares"), all of the terms, including the price and the proposed purchaser(s) of such New Shares (collectively, the "Proposed Purchasers"; individually, a "Proposed Purchaser"), upon which the Corporation proposes to issue the Offered New Shares, and stating that the Buyers shall have the right to purchase New Shares of the same type as the Offered New Shares (the "Additional Shares") in the manner specified in this Section 4.1 at the price and in accordance with the terms and provisions specified in such Notice of Proposed Issuance.

(b) During the thirty (30) consecutive day period commencing on the date that all of the Buyers have received the Notice of Proposed Issuance (the "Thirty Day Period"), the Buyers shall have the option to purchase Additional Shares at the price and pursuant to the terms specified in the Notice of Proposed Issuance.

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Each Buyer electing to purchase Additional Shares must give written notice of such election to the Corporation during such Thirty Day Period.

(c) Each Buyer shall have the right to purchase that number of Additional Shares as shall be equal to the number of the Offered New Shares multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock then owned by such Buyer on a fully diluted basis and the denominator of which shall be the aggregate number of shares of Common Stock issued and outstanding, on a fully diluted basis (excluding the Offered New Shares). The amount of such Additional Shares that each Buyer is entitled to purchase pursuant to this Section 4.1(c) shall be referred to as its "Proportionate Share," provided, however, that holders of unvested shares then owned shall be subject to vesting of the Proportionate Share of Additional Shares in the same proportion that then owned unvested shares bear to that Buyer's vested shares. Vesting shall be on the same terms as vesting of the then owned shares.

(d) Each Buyer (the "Electing Buyer(s)") shall have a right of oversubscription such that if any other Buyer (the "Non-Electing Buyer(s)") fails to elect to purchase his or its full Proportionate Share of the Additional Shares, the other Buyer(s) shall, among them, have the right to purchase up to the balance of such Additional Shares not so purchased by the Non-electing Buyer(s). The Electing Buyers may exercise such right of oversubscription by electing to purchase more than their Proportionate Share of the Additional Shares by so indicating in their written notice given during the applicable Thirty Day Period. If, as a result thereof, such over subscriptions exceed the total number of the Additional Shares available in respect to such oversubscription privilege, the oversubscribing Electing Buyers shall be cut back with respect to said oversubscriptions on a pro rata basis in accordance with their respective Proportionate Shares or as they may otherwise agree among themselves.

(e) The Corporation shall have the right, until the expiration of one-hundred eighty (180) consecutive days commencing on the first day immediately following the expiration of the applicable Thirty Day Period, to issue the Offered New Shares to the Proposed Purchaser at not less than, and on terms no more favorable to the Proposed Purchaser than, the price and other terms specified in the Notice of Proposed Issuance. If for any reason the Offered New Shares are not issued within such period and at such price and on such terms, the right to issue such Offered New Shares in accordance with the Notice of Proposed Issuance shall expire and the provisions of these Articles shall continue to be applicable to the Offered New Shares.

4.2 Price. The purchase price for the Offered New Shares and the Additional Shares shall, unless otherwise agreed in writing by the parties to such transaction, be paid in cash or by certified check at the date of the closing.

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4.3 Closing. The closing of the purchase and sale of the Offered New Shares and the Additional Shares shall occur at the same time and on the same date but shall not be earlier than thirty (30) days following the last day of the applicable Thirty Day Period. At such closing, the Buyers and the Proposed Purchaser shall deliver the consideration required by Section 4.2 and the Corporation shall deliver certificates representing the Offered New Shares and the Additional Shares.

4.4 Non Application. Notwithstanding the provisions of this Section 4, the Preemptive Rights granted hereunder to the Shareholders shall not apply to the issuance of shares: (i) as a dividend or other distribution in respect of all then outstanding shares of Common Stock, provided that such dividend or other distribution is made in accordance of the provisions of the Articles of Incorporation and Bylaws, as amended, of the Corporation; (ii) issued in a merger, consolidation, acquisition of assets, spinoff, share exchange, recapitalization or similar transaction involving the corporation and any party who is not an affiliate of the Corporation or a shareholder of the Corporation or an affiliate of the shareholder of the Corporation; (iii) in a public offering of securities registered with the Securities Exchange Commission so long as such securities are actually sold to the general public in a widely distributed distribution; or (iv) issued in any share split of Common Stock by the Corporation.

4.5 Termination. The rights granted to the Buyers pursuant to this Section 4 shall terminate upon the consummation of an initial public offering.

5. Special Voting Provisions.

5.1 The Corporation shall not, without the prior written consent or affirmative vote of the holders of at least 51% of the outstanding shares of Series A Voting Common Stock, given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class:

5.1.1 Amend, alter or repeal the preferences, special rights, privileges, or other powers of any series of Common Stock; or

5.1.2 Create any new class or series of stock, or any other equity securities, or create any other securities convertible into equity securities of the Corporation, including without limitation by way of reclassification of any existing securities, having a preference over, or being on a parity with, the Series A Voting Common Stock; or

5.1.3 Authorize or increase the authorized number of shares of, or issue, any shares of any class or series of the Corporation's capital stock or options, warrants or otherwise to acquire any such capital stock, including but not limited to a private offering or other venture capital or similar investment in the Corporation; or

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5.1.4 Consummate a consolidation, merger or reorganization of the Corporation, whether in a single transaction or a series of related transactions or a sale, transfer, lease or other conveyance or disposition of all or substantially all of the assets of the Corporation, including without limitation intangible assets, or the effectuation by the Corporation of a transaction or series of related transactions in which more than fifty percent (50%) of the outstanding voting power of the Corporation is acquired by any person or group of persons; or

5.1.5 Liquidate or dissolve the Corporation or voluntarily file for bankruptcy;  
or

5.1.6 Declare or pay a dividend on Common Stock, other than a dividend payable solely in shares of Common Stock (with the requirement that dividends must be declared and paid with regard to both Series A and Series B or not at all);  
or

5.1.7 Redeem or acquire any shares of Series A Voting Common Stock or Series B Non-Voting Common Stock, except in accordance with the terms and provisions of the Bylaws of the Corporation; or

5.1.8 Amend the Articles of Incorporation or Bylaws of the Corporation or increase or decrease the number or composition of Directors; or

5.1.9 Sell, transfer, mortgage, pledge, or otherwise dispose of all or substantially all of the assets of the Corporation (other than in connection with a mortgagor's security interest on the Corporation's assets, securing a debt or debt not exceeding in the aggregate Five Hundred Thousand Dollars (\$500,000.00) which may be entered solely upon approval of the Board of Directors); or

5.1.10 Merge or consolidate with another entity; or enter into a joint venture of any nature for any purpose with any entity including but not limited to any of the Corporation's Shareholders, provided, however, that any such Joint Venture with any of the Corporation's Shareholders shall be on an arms length basis no less favorable to the Corporation than would apply in a transaction with a person not a shareholder of the Corporation or an affiliate thereof. For the purpose of this provision, the term "Affiliates" includes any person directly or indirectly controlling, controlled by or under direct or indirect common control with such person; or

5.1.11 Acquire in any manner, directly or indirectly, a business unit or a going concern or other substantial assets; or

5.1.12 Adopt or approve the Corporation's annual operating plan, including capital expenditures; or

5.1.13 Change the nature of the business conducted by the Corporation.

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6. Board of Directors

6.1 Number and Quorum. The authorized number of directors of the Board of Directors shall be seven (7) Directors. A quorum of the Board of Directors for the transaction of business at any meeting shall be five (5) Directors, present in person or by conference telephone, provided that:

(a) one of such five Directors is Ray Halbritter (who is the Nation Representative to the Oneida Indian Nation as of the date of these Amendments to Articles of Incorporation), a successor Nation Representative, or his nominee (collectively, the "Entity Representative"), as representative of the Oneida Indian Nation or the permitted assignee of its shares of Common Stock (collectively, the "Entity Series A Shareholder"), and

(b) one of such five Directors is James R. Lavoie, his nominee or the permitted assignee of his shares of Common Stock (collectively, the "Individual Series A Shareholder").

6.2 Board Composition. The following persons shall be elected to the Board of Directors thereof:

6.2.1 the Individual Series A Shareholder; and

6.2.2 three (3) directors designated by the Individual Series A Shareholder, one of which nominees shall be a Series B Non-Voting Common Stock Shareholder (which Series B Shareholder shall have no voting rights on the Board of Directors); and

6.2.3 three (3) directors designated by the Entity Shareholder, one of which nominees shall be the Entity Representative.

6.3 Term of Office. The Individual Series A Shareholder as director shall have a permanent term on the Board of Directors. The Entity Representative, as director, shall be Chairman of the Board and shall have a permanent term on the Board of Directors. The term of office of all other members of the Board of Directors shall expire as of the date of the first annual meeting of the Corporation. Upon the expiration of the terms of office of the directors of the Corporation as classified above, their successors shall be elected by the Series A Voting Common Shareholder which has the right to designate such directors in accordance with the terms hereof for the term of one year each or until his or her successor has been elected and qualified, and subsequent successors of such directors shall be elected by the Series A Voting Common Shareholder which has the right to designate such directors in accordance with the terms hereof, unless otherwise unanimously agreed to by both of the Series A Voting Common Shareholders.

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6.4 Removal of Members of the Board of Directors.

6.4.1 Any Director appointed by the Entity Series A Shareholder may be removed, with or without cause, only by a vote or written consent of the Entity Series A Shareholder and any vacancy occurring by reason of such removal, or by reason of the death, resignation, or inability to serve of any such Director, shall be filled only by a vote or the consent of the Entity Series A Shareholder.

6.4.2 The Individual Series A Shareholder may not be removed from the Board of Directors except by reason of death, resignation or inability to serve as Director and such vacancy shall be filled only by the Individual Series A Shareholder.

6.4.3 Any Director nominated by the Individual Series A Shareholder may be removed only by the vote or written consent of the Individual Series A Shareholder, and any vacancy occurring by reason of such removal or by reason of death, resignation or inability to serve as any such Director, shall be filled only by vote or written consent of the Individual Series A Shareholder.

6.5 Manner of Acting.

6.5.1 Except as otherwise provided by these Articles, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time without further notice until a quorum is present. The directors shall act only as a Board, and the individual directors shall have no power as such to act on behalf of the entire Board unless authorized by the Board to so act.

6.5.2 Notwithstanding the foregoing or any other terms or provisions of these Articles, the director on the Board of Directors who is a Series B Non-Voting Common Stock Shareholder shall not be a voting member of the Board of Directors and shall be entitled to participate in discussions with the Board of Directors but shall not be entitled to vote on any matter before the Board of Directors.

(C) The Board of Directors shall expressly have authority to establish series and fixed rights of shares of capital stock of the Corporation and may determine variations in the relative rights and preferences between the series, and may divide any or all of the classes into series and fix and determine the relative rights and preferences of the shares of any series so established, pursuant to Rhode Island General Laws chapter 7-1.1-15, as amended.

(D) In all other respects, the designations, powers, preferences and rights, and qualifications, limitations and restrictions thereof, of the shares of Series A Voting Common Stock and Series B Non-Voting Common Stock shall be identical, share for share.

**ARTICLE FIVE.** No change from Original Articles of Incorporation.



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**ARTICLE SIX, as Amended.** Existing provisions, if any, for the regulation of the internal affairs of the Corporation:

a) No Director or stockholder undertaking to exercise the responsibilities of a Director of the Corporation shall be liable to the Corporation or to its stockholders for monetary damages for breach of the director's or stockholder's duty as a director or, in the case of a stockholder, duty as a person undertaking to exercise the responsibilities of a director; provided, however, that this Article Six shall not eliminate or limit the liability of a director: (i) for any breach of the director's or stockholder's duty of loyalty to the Corporation or to its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct, malfeasance, nonfeasance or a knowing violation of law; (iii) the liability imposed pursuant to the provisions of R.I.G.L. Section 7-1.1-43 (as in effect or as hereafter amended); or (iv) for any transaction from which the director or stockholder derived an improper personal benefit unless said transaction is permitted by R.I.G.L. Section 7-1.1-37.1 (as in effect or as hereafter amended).

If the Rhode Island General Laws are amended after the adoption of this Article Six to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of each director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Rhode Island General Laws, as so amended. Neither the amendment nor repeal of this Article Six nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article Six shall eliminate or reduce the effect of this Article Six in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Six, would occur or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

b) The Directors of the Corporation may include provisions in the Corporation's Bylaws, or may authorize agreements to be entered into with each Director, officer, employee or other agent of the Corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Rhode Island Business Corporation Act (the "Act").

In addition to the authority conferred upon the Directors of the Corporation by the foregoing paragraph, the Directors of the Corporation may include provisions in its by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(i) The by-law provisions or agreements authorized hereby may provide that the Corporation shall, subject to the provisions of this Article, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article, when used herein:

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(1) **"Directors"** means any or all of the directors of the Corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors.

(2) **"Loss"** means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

(3) **"Expenses"** means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and

(4) **"Covered Act"** means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

(iii) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representatives of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the Corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the Corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the Corporation or its stockholders; (2) acts or omissions not in good faith or which

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*involve intentional misconduct or knowing violation of law; (3) action contravening Section 43 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 37.1 of the Act) from which the person seeking indemnification derived an improper personal benefit.*

c) *In accordance with the provisions of Section 7-1-1-30.3(b)(1) of the Act, as amended, except for actions pursuant to Section 7-1.1-67, 7-1.1-70.1 or 7-1.1-72 of the Act, any action required or permitted to be taken at a meeting of shareholders by the Act or the Articles of Incorporation or Bylaws of the Corporation may be taken without a meeting upon the written consent of less than all the shareholders entitled to vote on the action if shareholders who consent would be entitled to cast at least a minimum number of votes which would be required to take the action at a meeting at which all shareholders entitled to vote on the action are present.*

**ARTICLE SEVEN.** No change from Original Articles of Incorporation for identity of "Initial Registered Office and Agent, provided, however, that on March 19, 2001, the Corporation filed a Certificate of Change of Registered Agent and Registered Office, which is now Amy L. Mower, Esquire, Cameron & Mittleman LLP, 56 Exchange Terrace, Providence, Rhode Island 02903.

**ARTICLE EIGHT, as Amended.** *The number of directors constituting the Board of Directors, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders to be held after these amendments to the Articles of Incorporation.*

*There shall be seven (7) members of the Board of Directors of the Corporation, who shall be the following:*

<u>Name</u>	<u>Address</u>
James R. Lavoie	1272 West Main Road, Middletown, RI 02842
Ray Halbritter (c/o Turning Stone Casino)	5218 Patrick Road, Verona, NY 13478
Craig Clark (c/o Turning Stone Casino)	5218 Patrick Road, Verona, NY 13478
Frank Riolo (c/o Turning Stone Casino)	5218 Patrick Road, Verona, NY 13478
Joseph M. Marino	1272 West Main Road, Middletown, RI 02842
Linda M. Edwards	111 W. Broad St., Pawcatuck, CT 06379
Michael S. Bean (nonvoting)	111 W. Broad St., Pawcatuck, CT 06379

**ARTICLE NINE.** No change from Original Articles of Incorporation.

**ARTICLE TEN.** No change from Original Articles of Incorporation.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
*Office of the Secretary of State*

11/20/00

r.l.t.e. Solutions, Inc.  
c/o EVERETT A. PETRONIO, JR.  
1239 HARTFORD AVENUE  
JOHNSTON, RI 02919

ID #109820

**CERTIFICATE OF REVOCATION OF  
CERTIFICATE OF INCORPORATION/AUTHORITY**

**OF**

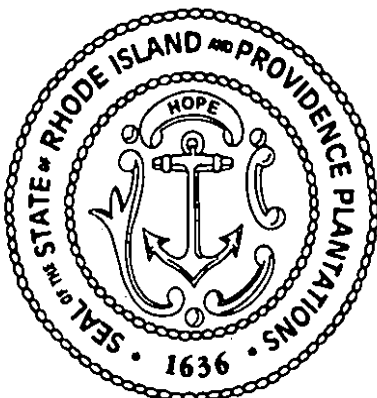
**r.l.t.e. Solutions, Inc.**

The undersigned, as Secretary of State of the State of Rhode Island, and by virtue of the authority vested in him by § 7-6-56, 7-6-85, 7-1.1-87, 7-1.1-114, 7-16-41, of the Rhode Island General Laws, hereby revokes the Certificate of Incorporation/Authority of the above-named entity to transact business in this state.

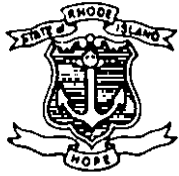
Witness my hand and the seal  
of the State of Rhode Island this  
20<sup>th</sup> day of November, 2000.

*James R. Langevin*

Secretary of State



2202



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Office of the Secretary of State  
Corporations Division  
100 North Main Street Providence, Rhode Island 02903-1335  
Telephone (401) 222-3040

August 1, 2000

r.l.T.e. Solutions, Inc.  
c/o EVERETT A. PETRONIO, JR.  
1239 HARTFORD AVENUE  
JOHNSTON, RI

RE: Corporation ID # 109820  
r.l.T.e. Solutions, Inc.

Dear Sir or Madame:

The Corporations Division of the Office of the Secretary of State has yet to receive your 2000 Annual Report.

Pursuant to the provisions set forth in Section(s), 7-6-56, 7-6-85, 7-1.1-87, and 7-1.1-114 of the General Laws of the State of Rhode Island, the Certificate of Incorporation/Authority of the above named entity will be revoked after 60 days from the date of this notice for failure to file the report.

Please file your 2000 Annual Report with the Corporations Division within the next sixty days so that your authority to conduct business will remain intact. If you have any questions, or if we can be of any assistance, please do not hesitate to call the Corporations Division at (401) 222-3040.

Sincerely,

*James R. Langevin*

James R. Langevin  
Secretary of State

Filing Fee: \$20.00

ID Number: 109820



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

BUSINESS CORPORATION

STATEMENT OF CHANGE OF REGISTERED AGENT  
BY THE CORPORATION

Pursuant to the provisions of Sections 7-1.1-12 or 7-1.1-107 of the General Laws, 1956, as amended, the undersigned corporation submits the following statement for the purpose of changing its registered agent and its registered office in the state of Rhode Island:

1. The name of the corporation is Rite-Solutions, Inc.
2. The address of the registered office as PRESENTLY shown in the corporate records on file with the Rhode Island Secretary of State is:  
56 Exchange Terrace, Providence, Rhode Island 02903
3. The address of the NEW registered office is:  
56 Exchange Terrace, Providence, Rhode Island 02903
4. The name of the registered agent as PRESENTLY shown in the corporate records on file with the Rhode Island Secretary of State is:  
Amy L. Mower, Esq.
5. The name of the NEW registered agent is:  
Joseph A. Anesta, Esq.
6. The appointment of a new registered agent and the new registered office, as the case may be, shall become effective upon the filing of this statement, or on \_\_\_\_\_  
(a date not prior to, nor more than 30 days after, filing this statement)
7. The change was authorized by resolution duly adopted by its board of directors. [Strike if inapplicable pursuant to Section 7-1.1-51(1).]

Date: January 12, 2004

Rite-Solutions, Inc.  
Print Corporate Name

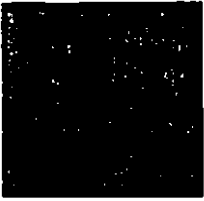
STATE OF RHODE ISLAND Connecticut  
COUNTY OF New London

By Joseph M. Marino  
Its President ☒ or Its Vice President ☐

In Connecticut, on this 12 day of Jan, 2004, personally appeared before me Joseph M. Marino who, being by me first duly sworn, declared that he/she is the President of the corporation and that he/she signed the foregoing document as such officer of the corporation, and that the statements herein contained are true.

ROBERTA KINNEY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 30, 2007

Robert Kinney  
Notary Public  
My Commission Expires: 4-30-07



## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

## BUSINESS CORPORATION

STATEMENT OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT, OR BOTH, BY THE CORPORATION

Pursuant to the provisions of Sections 7-1.1-12 or 7-1.1-107 of the General Laws, 1956, as amended, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the state of Rhode Island:

- The name of the corporation is r.I.T.e. Solutions, Inc.
- The address of the registered office as PRESENTLY shown in the corporate records on file with the Rhode Island Secretary of State is:  
1239 Hartford Avenue, Johnston, RI 02919
- The address of the NEW registered office is:  
56 Exchange Terrace, Providence, RI 02903
- The name of the registered agent as PRESENTLY shown in the corporate records on file with the Rhode Island Secretary of State is:  
Everett A. Petronio, Jr., Esq.
- The name of the NEW registered agent is:  
Amy L. Mower, Esq.
- The change of address of the registered office, or the appointment of a new registered agent, or both, as the case may be, shall become effective upon the filing of this statement, or on upon filing  
(a date not prior to, nor more than 30 days after, filing this statement)
- The change was authorized by resolution duly adopted by its board of directors.

Date: March 15, 2001

FILED

r.I.T.e. Solutions, Inc.

MAR 20 2001

Print Corporate Name

By Joseph Marino

By

Joseph Marino

Joseph Marino

Its President ☒ or Its Vice President ☐STATE OF Rhode Island  
COUNTY OF Washington

In Westerly, on this 15<sup>th</sup> day of MARCH, 2001, personally appeared before me Joseph Marino who, being by me first duly sworn, declared that he/~~she~~ is the President of the corporation and that he/~~she~~ signed the foregoing document as such officer of the corporation, and that the statements herein contained are true.

Eric E. Haidich

Notary Public

My Commission Expires: 6-28-2003



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF TAXATION  
One Capitol Hill  
Providence, RI 02908-5800

March 12, 2001

TO WHOM IT MAY CONCERN:

**Re: r.I.T.e. SOLUTIONS, INC.**

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

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

**REINSTATEMENT OF REVOKED CORPORATE CHARTER**

Very truly yours,

R. Gary Clark  
Tax Administrator

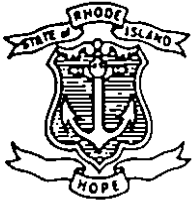
Edward J. Flanagan, Jr.  
Chief Revenue Agent  
Corporations

RECEIVED  
DIVISION OF TAXATION  
MAR 12 3 13 PM '01



Filing Fee \$150.00

ID Number: 109820



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

BUSINESS CORPORATION

ORIGINAL ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is r.I.T.e. Solutions, Inc.

(This is a close corporation pursuant to § 7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)

2. The period of its duration is (if perpetual, so state) Perpetual

3. The specific purpose or purposes for which the corporation is organized are:

The design and implementation of computer software and hardware.

4. The aggregate number of shares which the corporation shall have authority to issue is: 600

(a) If only one class: Total number of shares 600 (If the authorized shares are to consist of one class only state the par value of such shares or a statement that all of such shares are to be without par value.)

No par common

or

(b) If more than one class: Total number of shares \_\_\_\_\_ (State (A) the number of shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of Chapter 7-1.1 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

5. Provisions (if any) dealing with the preemptive right of shareholders pursuant to § 7-1.1-24 of the General Laws, 1956, as amended:

n/a

DEC 16 3 47 PM '99  
RECEIVED  
CORPORATIONS DIVISION  
STATE OF RHODE ISLAND

6. Provisions (if any) for the regulation of the internal affairs of the corporation

n/a

7. The address of the initial registered office of the corporation is 1239 Hartford Avenue  
Johnston, RI 02919 and the name of its initial registered agent at such address is  
(City/Town) (Zip Code)

Everett A. Petronio, Jr., Esq.

8. The number of directors constituting the initial board of directors of the corporation is 1 and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are: (If this is a close corporation pursuant to Section 7-1.1-51 of the General Laws 1956, as amended, and there shall be no board of directors, state the titles of the initial officers of the corporation and the names and addresses of the persons who are to serve as officers until the first annual meeting of shareholders or until their successors be elected and qualify.)

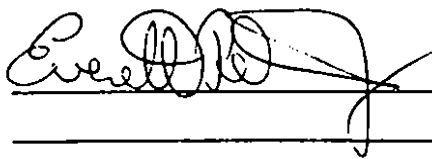
Title	Name	Address
Director	Everett A. Petronio, Jr.	1239 Hartford Ave., Johnston, RI 02919

9. The name and address of each incorporator is:

Name	Address
Everett A. Petronio, Jr., Esq.	1239 Hartford Ave., Johnston, RI 02919

10. Date when corporate existence to begin: Upon Filing  
(not more than 30 days after filing of these articles of incorporation)

Dated 12/16, 1999



**FILED**

Signature of each Incorporator

STATE OF Rhode Island  
COUNTY OF Providence

DEC 16 1999

By MD 235383

In Johnston, on this 16<sup>th</sup> day of December, 1999, personally appeared  
before me Everett A. Petronio, Jr.

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.



Notary Public

My Commission Expires: 9/22/02