

Filing Fee: See Instructions

ID Number: 82425



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

05 JAN -5 PM 3:57

ARTICLES OF MERGER OR CONSOLIDATION INTO

Taco, Inc.

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Table with 4 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Taco, Inc. (Domestic Business, Rhode Island) and Ed-Ray Corporation (Domestic Business, Rhode Island).

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Taco, 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 the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it... N/A

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing Upon filing.

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SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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By KMC
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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

- i) The name of the subsidiary corporation is _____
- ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1-2-1003 of the General Laws, the corporation has paid all fees and franchise taxes

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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.

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SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Taco, Inc. _____
 Print Entity Name

By: Kyle A. Adamonis _____ **Kyle A. Adamonis, Senior Vice President** _____
 Name of person signing Title of person signing

By: _____ _____
 Name of person signing Title of person signing

Benny Real Estate, LLC _____
 By: Taco, Inc. Its Sole Member Print Entity Name

By: Kyle A. Adamonis _____ **Kyle A. Adamonis, Senior Vice President** _____
 Name of person signing Title of person signing

By: _____ _____
 Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 30th day of December, 2005, by and between TACO, INC., a Rhode Island corporation ("Taco"), and ED-RAY CORPORATION, a Rhode Island corporation ("Ed-Ray") (Taco and Ed-Ray are hereinafter sometimes referred to collectively as the "corporations").

WITNESSETH:

WHEREAS, the authorized capital stock of Taco consists of one hundred (100) shares of common stock with no par value, of which forty-five (45) shares are issued and outstanding; and

WHEREAS, the authorized capital stock of Ed-Ray consists of six hundred (600) shares of common stock, with no par value, of which three hundred (300) shares are issued and outstanding; and

WHEREAS, the shareholders and directors of the respective corporations have determined that it is advisable and in the mutual best interests of Taco, Ed-Ray and their respective shareholders that Ed-Ray be merged into Taco in accordance with the applicable provisions of the Rhode Island Business Corporation Act, as amended, in order to effectuate the expansion of Taco's headquarters located in Cranston, Rhode Island and for other business purposes important to the corporations (the "Merger");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, Taco and Ed-Ray hereby agree as follows:

SECTION 1. Merger. As of the Effective Time (as hereinafter defined), Ed-Ray shall be merged into Taco, the separate existence of Ed-Ray, except insofar as the same may be continued by statute, shall cease, and Taco shall be the surviving corporation.

SECTION 2. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) Purposes. The purposes of Taco, as the same exist as of the Effective Time, shall be the purposes of the surviving corporation until altered, amended or repealed by an amendment to the Articles of Incorporation of Taco.

(b) Bylaws. The bylaws of Taco, as the same exist as of the Effective Time, shall be the bylaws of the surviving corporation until altered, amended or repealed as therein provided.

(c) Directors and Officers. The directors and officers of Taco as of the Effective Time shall continue in office as the directors and officers, respectively, of the surviving corporation and shall hold office until their respective successors are elected and qualified, or until their earlier death, resignation or removal, in accordance with the bylaws of the surviving corporation.

(d) Effect of Merger. As of the Effective Time, all of the estate, property, rights, privileges, powers, franchises and interests of each of the corporations and all of their property, real, personal and mixed, and all the debts due on whatever account of either of them, as well as all stock subscriptions and other choses in action belonging to either of them, shall be vested in Taco as the surviving corporation, without further act or deed, as provided by and in accordance with the applicable provisions of the Rhode Island Business Corporation Act, as amended. Without limiting the generality of the foregoing, as of the Effective Time, all claims, demands, property and every other interest of either of the corporations shall be the property of Taco as the surviving corporation, as the same were of each of the corporations, and title to all real estate vested in either of the corporations shall not be deemed to revert or to be in any way impaired by reasons of the Merger, but shall be vested in Taco as the surviving corporation, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which Taco as the surviving corporation shall be liable in the same manner and to the same extent as if the surviving corporation had incurred such liabilities and obligations.

SECTION 3. Outstanding Shares.

(a) Shares of Ed-Ray. Each share of the common stock of Ed-Ray which shall be outstanding at the Effective Time shall forthwith be canceled, and all rights in respect thereto terminated.

(b) Shares of Taco. Each share of the common stock of Taco which shall be outstanding at the Effective Time, and all rights in respect thereto, shall remain outstanding, and no additional shares of Taco shall be issued in respect thereof. The total number of shares which Taco, as the surviving corporation, shall be authorized to issue shall remain one hundred (100) shares of common stock with no par value.

(c) Surrender of Stock Certificates. After the Merger becomes effective, each holder of an outstanding certificate representing shares of the common stock of Ed-Ray shall surrender the same to Taco for cancellation. Until so surrendered, the outstanding shares of Ed-Ray, to be canceled as provided herein, shall be treated by Taco for all purposes as canceled and all rights in respect thereto terminated.

SECTION 4. Articles of Incorporation.

As of the Effective Time, the Articles of Incorporation of Taco, as originally filed and amended, shall, as of the Effective Time, be the Articles of Incorporation of the surviving corporation until altered, amended or repealed as provided by law.

SECTION 5. Filings, etc.

After execution of this Agreement has been duly authorized by the respective Boards of Directors and shareholders of Taco and Ed-Ray, and upon execution and acknowledgment of the same, Articles of Merger shall be executed and filed in the offices of the Secretary of State of the State of Rhode Island in accordance with the applicable provisions of the Rhode Island Business Corporation Act, as amended.

SECTION 6. Additional Assignments.

To the extent permitted or required by law, from time to time as and when requested by Taco or by its successors or assigns, Ed-Ray shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, or to 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 Taco title to, and possession of, any property of Ed-Ray acquired by reason of or as a result of the Merger, and otherwise to carry out the intent and purposes hereof; and the proper officers of Ed-Ray are fully authorized in the name of Ed-Ray to take any and all such action.

SECTION 7. Effective Time.

The Merger provided for in this Agreement shall become effective as of January 5, 2006 (the "Effective Time").

SECTION 8. Miscellaneous.

8.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Rhode Island.

8.2 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or applicable future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this Agreement shall not be affected thereby.

8.3 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of the parties hereto.

8.4 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

8.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter.

8.7 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

8.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first written above.

WITNESS:



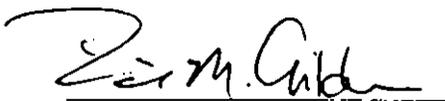
TACO, INC.

By: 

Kyle A. Adamonis
Secretary

ED-RAY CORPORATION

By: Taco, Inc., its sole shareholder



By: 

Kyle A. Adamonis
Secretary