



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

DEC 2 2004
AMF
53227

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)

Northborough Realty Holdings, LLC

(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 [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 states under which each is organized are:

119334
103896

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Northborough Realty Holdings, LLC and Northborough Recovery Services, LLC.

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 Northborough Realty Holdings, LLC which is to be governed by the laws of the state of Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name: N/A

f. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that: it may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: N/A

g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is (if upon filing, so state) January 1, 2005

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

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

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

| <u>Name of Business Corporation</u> | <u>Total Number of Shares Outstanding</u> | <u>Entitled to Vote as a Class</u> |                         |
|-------------------------------------|---|------------------------------------|-------------------------|
|                                     |   | <u>Designation of Class</u>        | <u>Number of Shares</u> |
| _____                               | _____                                     | _____                              | _____                   |
| _____                               | _____                                     | _____                              | _____                   |
| _____                               | _____                                     | _____                              | _____                   |

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

| <u>Name of Business Corporation</u> | <u>Total Voted For</u> | <u>Total Voted Against</u> | <u>Entitled to Vote as a Class</u> |                  |                      |
|-------------------------------------|------------------------|----------------------------|------------------------------------|------------------|----------------------|
|                                     |                        |                            | <u>Class</u>                       | <u>Voted For</u> | <u>Voted Against</u> |
| _____                               | _____                  | _____                      | _____                              | _____            | _____                |
| _____                               | _____                  | _____                      | _____                              | _____            | _____                |
| _____                               | _____                  | _____                      | _____                              | _____            | _____                |

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

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 \_\_\_\_\_

ii) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

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

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

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**SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.**

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast. OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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

Northborough Realty Holdings, LLC

Print Entity Name

By: [Signature] Managing Director
Name of person signing Title of person signing
By: James R. Simmons
Name of person signing Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on this 22nd day of December, 2004, before me personally appeared James R. Simmons who, being duly sworn, declared that he/she is the Managing Director of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Notary Public [Signature] RICHARD NADEAU, JR.
My Commission Expires: 7/1/05

Northborough Recovery Services, LLC

Print Entity Name

By: [Signature] Managing Director
Name of person signing Title of person signing
By: James R. Simmons
Name of person signing Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on this 22nd day of December, 2004, before me personally appeared James R. Simmons who, being duly sworn, declared that he/she is the Managing Director of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

Notary Public [Signature] RICHARD NADEAU, JR.
My Commission Expires: 7/1/05

PLAN OF MERGER AND  
AGREEMENT OF MERGER

PLAN OF MERGER AND AGREEMENT OF MERGER, dated December <sup>22nd</sup> 2004, and made effective as of the date of filing of the Articles of Merger with the Secretary of State of Rhode Island, by and among **Northborough Realty Holdings, LLC**, a Rhode Island limited liability company (hereinafter "Realty"), and **Northborough Recovery Services, LLC**, a Rhode Island limited liability company (hereinafter "Recovery").

WITNESSETH

Realty is a limited liability company duly organized and in good standing and existing under the laws of the State of Rhode Island having been organized on July 11, 2001. The authorized membership units of Realty consists of One Hundred (100) Units without par value, of which all Units are issued and outstanding and held by Northborough Holdings, Inc. ("Holdings").

Recovery is a limited liability company duly organized and in good standing and existing under the laws of the State of Rhode Island having been organized on December 18, 1998. The authorized membership units of Recovery consists of One Hundred (100) Units without par value, of which all Units are issued and outstanding and held by Northborough Holdings, Inc.

In order to reduce the financial burden of maintaining and operating separate facilities/operations and to otherwise minimize the professional expenses relative to same, the Boards of Directors and the sole member of Realty and Recovery respectively, deem it desirable and in the best interests of the companies and their sole member that Recovery be merged into Realty, and the companies respectively desire that they so merge under and pursuant to the laws of the State of Rhode Island.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. MERGER. Effective as of the date of filing of the Articles of Merger with the Secretary of State of Rhode Island (the "Secretary"), Recovery shall be deemed to have merged with and into Realty, the latter which shall survive the merger and which shall have the name provided in paragraph 2 hereof.

The parties hereby acknowledge that the following must be completed prior to December 31, 2002:

(a) this agreement must be adopted and approved by the holders of the units of each company via: (i) Unanimous Consent Resolutions, or (ii) at separate meetings of the members in accordance with the requirements of the laws of the State of Rhode Island and that fact shall have been certified hereon by the respective Directors of each of such company; and

(b) Articles of Merger or Consolidation, in the form required by R.I.G.L. §7-16-62 must be made, signed, sworn to, certified, endorsed, and filed all as required by the provisions of said R.I.G.L. §7-16-62.

The single limited liability company which shall so survive the merger is hereinafter sometimes called "Surviving Company"; Recovery and Realty are hereinafter sometimes jointly and severally called the "Constituent Companies"; and the date and time when the Constituent Companies shall merge and become the Surviving Company are hereinafter referred to as "the effective date of the merger."

2. NAME AND PURPOSES OF SURVIVING COMPANY. The name of the Surviving Company shall be "Northborough Realty Holdings, LLC"

The purposes for which the Surviving Company is formed and the nature of business to be transacted by it shall be as set forth in the Articles of Organization of Realty as amended to date, on the effective date of the merger.

3. ACT OF ORGANIZATION OF SURVIVING COMPANY. On the effective date of the merger, the Articles of Organization of Realty, as amended to date, shall be the Articles of Organization of the Surviving Company until further amended as provided by law.

4. OPERATING AGREEMENT OF SURVIVING COMPANY. On the effective date

of the merger, the Operating Agreement of Realty, as amended to date, shall be the Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed, or until new Operating Agreement shall be adopted in accordance with the provisions thereof.

5. DIRECTORS AND OFFICERS OF SURVIVING COMPANY. The Board of Directors of the Surviving Company shall consist of four (4) directors, who shall hold office until the annual meeting of members of the Company to be held in 2005 and/or until any successor shall have been duly elected and qualified. The names of such directors are James R. Simmons, Richard Nadeau, Jr., Scott B. Adams and Kevin A. Gillis.

If on the effective date of the merger a vacancy shall exist in the Board of Directors of the Surviving Company or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Company or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Operating Agreement of the Surviving Company.

6. UNITS OF SURVIVING COMPANY. On the effective date of the merger, the total amount of units of the Surviving Company to be authorized shall remain at One Hundred (100) Units without par value.

7. NO EXCHANGE OF CERTIFICATES. In as much as the members and the percentage of ownership of Recovery and Realty are identical, there shall be no exchange of unit certificates. Upon execution hereof, the certificates representing Recovery membership interests shall be null and void.

8. PROHIBITED ACTIONS OF CONSTITUENT COMPANIES. Between the date hereof and the effective date of the merger, neither Recovery nor Realty will, except with prior written consent of the other;

- (a) issue or sell any units, bonds, or other company securities;
- (b) incur any obligation or liability (absolute or contingent) other than current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business;
- (c) discharge or satisfy any lien or encumbrance or pay any obligation or liability

(absolute or contingent) other than current liabilities shown on their respective balance sheets;

(d) make any dividend or other payment or distribution to its members or purchase or redeem any units;

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

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

(g) sell, assign, or transfer any trademark, trade name, patent, or other intangible asset;

(h) waive any right of any substantial value; or

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

9. EFFECT OF MERGER. On the effective date of the merger, Realty and Recovery shall cease to exist separately and Recovery shall be merged with and into Realty in accordance with the provisions of this agreement and in accordance with the provisions of and with the effect provided in R.I.G.L. § 7-16-63. As provided therein, on the effective date of the merger the Surviving Company shall possess all the rights, privileges, powers, franchises, and trust and fiduciary rights, powers, duties and obligations, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Companies, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Companies; and all property, real, personal, and mixed, and all debts due to any of the Constituent Companies on whatever account, as well for unit subscriptions and/or all other things in action or belonging to any of the Constituent Companies on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies; and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of any of

the Constituent Companies shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Company.

10. FURTHER INSTRUMENTS. From time to time, as and when requested by the Surviving Company or by its successors or assigns, Recovery will execute and deliver, or cause to be executed and delivered, all such deeds and other documents and instruments; and will take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

11. CAPITAL. On the effective date of the merger, units of membership interests of the Surviving Company as the same shall have been continued shall be issued and outstanding.

12. PRINCIPAL OFFICES. The location of the principal office of the Surviving Company shall be 56 Pine Street, Providence, Rhode Island 02903.

13. ABANDONMENT OF MERGER. This agreement may be terminated and the merger provided for hereby abandoned:

(a) by votes of the Boards of Directors and members, as the case may be, of any of the Constituent Companies at any time prior to the effective date of the merger;

(b) by vote of the Board of Directors and members, as the case may be, of any of the Constituent Companies at any time prior to the effective date of the merger if; (i) a material breach shall exist with respect to the written representations and warranties made by any of the Constituent Companies in connection with the merger, or (ii) any of the Constituent Companies, without prior written consent of such other Constituent Companies shall take any action prohibited by this agreement, or (iii) any of the Constituent Companies shall not have furnished such certificates in connection with the merger and matters incidental thereto as it shall have agreed to furnish, or (iv) if, in the opinion of the Board of Directors and members, as the case

may be of such Constituent Companies, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of any Constituent Company, and such consent is not obtainable without penalty; or

(c) by vote of the Board of Directors and members as the case may be of any of the Constituent Companies at any time on or after December 31, 2004, if the merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this agreement shall be void and have no effect, and there shall be no liability on the part of any of the Constituent Companies in respect thereof.

14. RIGHT OF AMENDMENT. The Surviving Company hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Organization, as from time to time amended, and any provision contained in this agreement, in the manner now or hereafter prescribed by law or such Act, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Organization, as from time to time amended, or herein, upon any member, director, officer, or any other person are subject to this reservation.

IN WITNESS THEREOF, Northborough Realty Holdings, LLC and Northborough Recovery Services, LLC. have each caused this agreement to be signed in their company names by their respective Managing Directors under the seals of the respective companies.

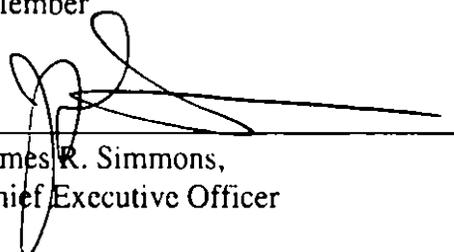
WITNESS:

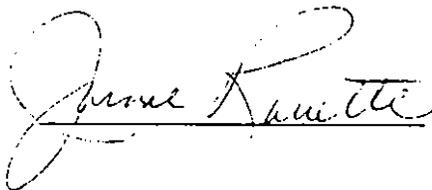
Northborough Realty Holdings, LLC

By: Northborough Holdings, Inc.

Its: Member

By:

  
James R. Simmons,  
Chief Executive Officer



James Kautte  
James Kautte  
James Kautte  
James Kautte

By: [Signature]  
James R. Simmons, Managing Director

By: [Signature]  
Richard Nadeau, Jr., Managing Director

By: Scott B Adams  
Scott B. Adams, Managing Director

By: [Signature]  
Kevin A. Gillis, Managing Director

Northborough Recovery Services, LLC

By: Northborough Holdings, Inc.  
Its: Member

By: [Signature]  
James R. Simmons,  
Chief Executive Officer

By: [Signature]  
James R. Simmons, Managing Director

By: [Signature]  
Richard Nadeau, Jr., Managing Director

By: Scott B Adams  
Scott B. Adams, Managing Director

By: [Signature]  
Kevin A. Gillis, Managing Director

James Kautte  
James Kautte  
James Kautte  
James Kautte