



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)

The Quinlan Companies, Inc.

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

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

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

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

Name of entity	Type of entity	State under which entity is organized
<u>The Quinlan Companies, Inc.</u>	<u>Business corporation</u>	<u>RI</u>
113857 <u>The Quinlan Companies I, Inc.</u>	<u>Business corporation</u>	<u>MA</u>

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

- c. The full name of the surviving or new entity is The Quinlan Companies, Inc. 116047
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) N/A

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

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

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>
NO APPROVAL BY SHAREHOLDERS PURSUANT TO SECTION		7-1.1-67 (c)	
OF THE RHODE ISLAND GENERAL LAWS			

- 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 _____

.....

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

The Quinlan Companies, Inc.

Print Entity Name

By: [Signature] President
Name of person signing - Lissa Quinlan Title of person signing

By: [Signature] Secretary
Name of person signing - Nicole Quinlan Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on this 27th day of December, 2000, before me personally appeared Lissa Quinlan and Nicole Quinlan who, being duly sworn, declared that he/she is the President and Secretary of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

[Signature]
Notary Public
My Commission Expires: June 18, 2001

The Quinlan Companies I, Inc.

Print Entity Name

By: [Signature] President
Name of person signing - Thomas Quinlan Title of person signing

By: [Signature] Secretary
Name of person signing - Nicole Quinlan Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence, on this 27th day of December, 2000, before me personally appeared Thomas Quinlan and Nicole Quinlan who, being duly sworn, declared that he/she is the President and Secretary of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

[Signature]
Notary Public
My Commission Expires: June 18, 2001

AGREEMENT AND PLAN OF MERGER

Between

THE QUINLAN COMPANIES, INC.

and

THE QUINLAN COMPANIES I, INC.

Dated as of December 27, 2000

FILED

AUG 29 2001

By ME

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of December 31, 2000, between THE QUINLAN COMPANIES I, INC., a Massachusetts business corporation (the "Company"), and THE QUINLAN COMPANIES, INC., a Rhode Island business corporation (the "Successor").

WITNESSETH:

WHEREAS, the Board of Directors of the Company and the Shareholders of Successor have each approved the merger (the "Merger") of the Company with and into the Successor in accordance with Section 7-1.1-70 of the Rhode Island General Laws, 1956, as amended, and of Section 79 of Chapter 156B of the Massachusetts General Laws, as amended (collectively, "Applicable Law") and upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Company and the Successor hereby agree as follows:

ARTICLE I THE MERGER

SECTION 1.1. The Merger. At the Effective Time (as defined in Section 1.2) and subject to the terms and upon the conditions of this Agreement and Applicable Law, the Company shall be merged with and into the Successor, the separate corporate existence of the Company shall cease, and the Successor shall continue as the surviving corporation. The surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation".

SECTION 1.2. Effective Time. As promptly as practicable after the satisfaction or waiver of the conditions set forth herein, the parties hereto shall cause the Merger to be consummated by filing articles of merger with the State Secretaries of the State of Rhode Island and the Commonwealth of Massachusetts, in such form as required by, and executed in accordance with the relevant provisions of, Applicable Law (the time of such filing being the "Effective Time").

SECTION 1.3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Applicable Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights,

privileges, powers and franchises of the Company and the Successor shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Successor shall become the debts, liabilities and duties of the Surviving Corporation. The purpose of the Surviving Corporation shall be to carry on any business permitted by the laws of the State of Rhode Island.

SECTION 1.4. Certificate of Incorporation; By-Laws.

(a) At the Effective Time, the Certificate of Incorporation of Successor, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation.

(b) The By-Laws of Successor, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation.

SECTION 1.5. Officers. The officers of Successor at the Effective Time shall be the initial officers of the Surviving Corporation.

SECTION 1.6. Cancellation of Company Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Successor, the Company or the holder of any of the following securities:

(a) Each of the shares of the issued and outstanding common stock of the Company, no par value per share (the "Company Shares"), issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished (the "Cancellation").

(b) Upon surrender of his stock certificates representing Company Shares for Cancellation pursuant to Subsection (a) above, each of the shareholders of the Company Shares shall receive a certificate or certificates for a total of _____ shares of the common stock of the Successor (the "Successor Shares") for all of the Company Shares so surrendered for Cancellation, and thereafter shall have no other rights with respect to the certificate or certificates representing Company Shares so surrendered.

(c) At the Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company stock thereafter on the records of the Company.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants that:

SECTION 2.1. Corporate Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and has the requisite corporate power and authority and any necessary governmental authority to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary.

SECTION 2.2. Capital Stock. The Company has an authorized capitalization consisting of ten thousand (10,000) shares of Common Stock, no par value per share, of which _____ shares are issued and outstanding, and no shares are held in the Company's treasury. All such outstanding shares of Common Stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance or sale of any shares of the capital stock of the Company.

SECTION 2.3. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by Company does not, and the performance of this Agreement by Company will not, (i) conflict with or violate any statute, rule, regulation, order, judgment or decree applicable to Company or by which the property of it is bound or affected, (ii) violate or conflict with the Certificate of Incorporation or By-Laws of the Company, or (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the property or assets of the Company, pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Company is a party.

(b) The execution and delivery of this Agreement by Company does not, and the performance of this Agreement by Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign, except (i) for filing and recordation of appropriate merger documents as required by Applicable Law, and (ii) where failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not

prevent or delay consummation of the Merger, or otherwise prevent Company from performing its obligations under this Agreement.

SECTION 2.4. Books and Records. All accounts, books, ledgers and official and other records of whatsoever kind material to the business of the Company and its subsidiaries have been fully, properly and accurately kept and completed in all material respects.

SECTION 2.5. Title to Properties; Encumbrances. The Company has good and marketable title to all its properties and assets (real and personal, tangible and intangible), subject to no encumbrance, lien, charge or other restriction of any kind or character, except for (i) liens consisting of zoning or planning restrictions, easements, permits and other restrictions or limitations on the use of real property or irregularities in title thereto which do not materially detract from the value of, or impair the use of, such property by the Company in the operation of its business, and (ii) liens for current taxes, assessments or governmental charges or levies on property not yet due and delinquent.

SECTION 2.6. Leases. Schedule 2.6 attached hereto contains an accurate and complete list of all leases to which the Company is a party (as lessee or lessor). Each lease set forth in Schedule 2.6 (or required to be set forth in Schedule 2.6) is in full force and effect; all rents and additional rents due to date on each such lease have been paid; in each case, the lessee has been in peaceable possession since the commencement of the original term of such lease and is not in default thereunder and no waiver, indulgence or postponement of the lessee's obligation thereunder has been granted by the lessor; and there exists no event of default or event, occurrence, condition or act (including the Merger) which, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under such lease. The Company has not violated any of the terms or conditions under any such lease in any material respect, and to its knowledge, all of the covenants to be performed by any other party under any such lease have been fully performed. The property leased by the Company or any such subsidiary is in an operating condition and in a state of maintenance and repair at least equivalent to those prevailing in the applicable industry with respect to property of the same or similar type and is adequate and suitable for the purposes for which it is presently being used.

SECTION 2.7. Restrictive Documents. The Company is not subject to, nor a party to, any charter, by-law, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree, or any other restriction of any kind or character, which reasonably has or would have a potentially material adverse effect on the consummation of the transactions contemplated by this Agreement.

SECTION 2.8. Litigation. There are no claims, actions, proceedings or investigations pending or, to the knowledge of Company, threatened against Company, or any properties or rights of Company, before any court, administrative, governmental or regulatory authority or

body, domestic or foreign, which, individually or in the aggregate, is reasonably likely to have a material adverse effect on the Company or the Merger.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SUCCESSOR

The Successor hereby represents and warrants as follows:

SECTION 3.1. Organization and Qualification. The Successor is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island. The Successor has the requisite corporate power and authority and any necessary governmental authority to own, operate or lease the properties that it purports to own, operate or lease and to carry on its business as it is now being conducted, and is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned, operated or leased or the nature of its activities makes such qualification necessary.

SECTION 3.2. Capital Shares. The Successor has an authorized capitalization consisting of 8,000 shares of common stock (the "Successor Stock"), no par value, of which _____ shares are issued and outstanding and no shares are held in the Successor's treasury. All such outstanding shares of Successor Stock have been duly authorized and validly issued and are fully paid and nonassessable. There are no outstanding options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance or sale of any shares of the capital stock of the Successor, other than as contemplated by this Agreement.

SECTION 3.3. No Conflict; Required Filings and Consents.

(a) The execution and delivery of this Agreement by Successor does not, and the performance of this Agreement by Successor will not, (i) conflict with or violate any statute, rule, regulation, order, judgment or decree applicable to Successor or by which the property of it is bound or affected, (ii) violate or conflict with the Articles of Incorporation or By-Laws of the Successor, or (iii) result in any breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the property or assets of the Successor, pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Successor is a party.

(b) The execution and delivery of this Agreement by Successor does not, and the performance of this Agreement by Successor will not, require any consent, approval,

authorization or permit of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign, except (i) for filing and recordation of appropriate merger documents as required by Applicable Law, and (ii) where failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay consummation of the Merger, or otherwise prevent Successor from performing its obligations under this Agreement.

SECTION 3.4. Books and Records. All accounts, books, ledgers and official and other records of whatsoever kind material to the business of the Successor have been fully, properly and accurately kept and completed in all material respects.

SECTION 3.5. Title to Properties; Encumbrances. The Successor has good and marketable title to all its properties and assets (real and personal, tangible and intangible), subject to no encumbrance, lien, charge or other restriction of any kind or character, except for (i) liens consisting of zoning or planning restrictions, easements, permits and other restrictions or limitations on the use of real property or irregularities in title thereto which do not materially detract from the value of, or impair the use of, such property by the Successor in the operation of its business, and (ii) liens for current taxes, assessments or governmental charges or levies on property not yet due and delinquent.

SECTION 3.6. Leases. Schedule 3.6 attached hereto contains an accurate and complete list of all leases to which the Successor is a party (as lessee or lessor). Each lease set forth in Schedule 3.6 (or required to be set forth in Schedule 3.6) is in full force and effect; all rents and additional rents due to date on each such lease have been paid; in each case, the lessee has been in peaceable possession since the commencement of the original term of such lease and is not in default thereunder and no waiver, indulgence or postponement of the lessee's obligation thereunder has been granted by the lessor; and there exists no event of default or event, occurrence, condition or act (including the Merger) which, with the giving of notice, the lapse of time or the happening of any further event or condition, would become a default under such lease. The Successor has not violated any of the terms or conditions under any such lease in any material respect, and to its knowledge, all of the covenants to be performed by any other party under any such lease have been fully performed. The property leased by the Successor is in operating condition and in a state of maintenance and repair at least equivalent to those prevailing in the applicable industry with respect to property of the same or similar type and is adequate and suitable for the purposes for which it is presently being used.

SECTION 3.7. Restrictive Documents. Successor is not subject to, nor a party to, any charter, by-law, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree, or any other restriction of any kind or character, which reasonably has or would have a potentially material adverse effect on the consummation of the transactions contemplated by this Agreement, or the continued operation of the Successor's business, after the date hereof or the Effective Time, on

substantially the same basis as heretofore operated or which would restrict the ability of the Successor to acquire any property or conduct business in any area.

SECTION 3.8. Litigation. There are no claims, actions, proceedings or investigations pending or, to the knowledge of Successor, threatened against Successor, or any properties or rights of Successor, before any court, administrative, governmental or regulatory authority or body, domestic or foreign, which, individually or in the aggregate, is reasonably likely to have a material adverse effect on the Successor or the Merger.

ARTICLE IV CONDITIONS OF MERGER

SECTION 4.1. Conditions to Obligation of Each Party to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) Shareholder Approval. This Agreement shall have been approved and adopted by the requisite vote of the respective shareholders of the Successor and the Company.

(b) No Order. No United States or state governmental authority or other agency or commission or United States or state court of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and has the effect of prohibiting consummation of the transactions contemplated by this Agreement.

(c) Representations and Warranties. The respective representations and warranties of the Company and of the Successor contained in this Agreement shall be true and correct in all material respects on and as of the Effective Time, except for changes contemplated by this Agreement, with the same force and effect as if made on and as of the Effective Time.

(d) Agreements and Covenants. Each of the Company and Successor shall have performed or complied in all material respects with all respective agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Effective Time.

(e) Consents and Approvals. All governmental consents and approvals, if any, necessary to permit the consummation of the transactions contemplated by this Agreement shall have been received.

ARTICLE V
TERMINATION, AMENDMENT AND WAIVER

SECTION 5.1. Termination. This Agreement may be terminated at any time prior to the Effective Time:

(a) By mutual consent of the Board of Directors of Company and the Shareholders of the Successor; or

(b) By either Company or the Successor if a court of competent jurisdiction or governmental regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties hereto shall use their best efforts to lift), in each case restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree or ruling (i) shall remain in effect 60 days following its issuance or (ii) shall become non-appealable.

SECTION 5.2. Effect of Termination. In the event of termination of this Agreement as provided in Section 5.1, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except (i) as expressly set forth in this Agreement and (ii) nothing herein shall relieve any party from liability for any willful breach hereof.

SECTION 5.3. Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors or Shareholders, as appropriate, at any time prior to the Effective Time.

SECTION 5.4. Waiver. At any time prior to the Effective Time any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party to be bound thereby.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1. Indemnification.

6.1.1 Indemnification of the Company. Company and Successor shall jointly and severally defend, indemnify and hold harmless the Company and its employees, officers and directors from and against any and all claims, demands, causes of action, suits, judgments,

debts, liabilities and expenses (including but not limited to court costs and related expenses, reasonable fees and limited to court costs and related expenses, reasonable fees and disbursements of counsel, and any incidental or consequential disbursements of counsel, and any incidental or consequential damages) suffered or incurred by reason of or in connection with:

- (a) any misrepresentation of a material fact or omission to state a material fact, breach of warranty or nonfulfillment of any covenant by Successor and/or Company contained herein or in any certificate, document or instrument delivered to the Company pursuant hereto or in connection herewith;
- (b) operations of the Successor subsequent to the Closing; and
- (c) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including without limitation, reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

6.1.2 Indemnification of the Successor. The Company shall defend, indemnify and hold harmless the Successor, its employees, officers and shareholders from any against any and all claims, demands, causes of action, suits, judgments, debts, liabilities and expenses (including but not limited to court costs and related expenses, reasonable fees and disbursements of counsel, and any incidental or consequential damages) suffered or incurred by reason of or in connection with:

- (a) any misrepresentation of a material fact or omission to state a material fact, breach of warranty or nonfulfillment of any covenant by the Company contained herein or in any certificate, document or instrument delivered to Successor pursuant hereto or in connection herewith; and
- (b) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

SECTION 6.2. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or mailed if delivered personally or mailed by registered or certified mail (postage prepaid, return receipt requested) or transmitted by facsimile to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt):

THE QUINLAN COMPANIES, INC
125 Ernest Street
Providence, RI 02903

with a copy to:
Chaika & Chaika
30 Rolfe Square
Cranston, RI 02910

SECTION 6.3.Further Action. Upon the terms and subject to the conditions hereof, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings.

SECTION 6.4.Certain Definitions. For purposes of this Agreement, the term:

(a) "Person" means an individual, corporation, partnership, association, trust or any unincorporated organization; and

(b) "Knowledge" of the Company or the Successor, with respect to any of the matters set forth in this Agreement, that which is actually known by any of the officers of the applicable entity.

SECTION 6.5.Disclosure. Any disclosure permitted or required by any Section of this Agreement shall be deemed made if disclosed pursuant to any other Section hereof or on any Schedule attached hereto.

SECTION 6.6.Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.7.Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the

parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SECTION 6.8. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

SECTION 6.9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island.

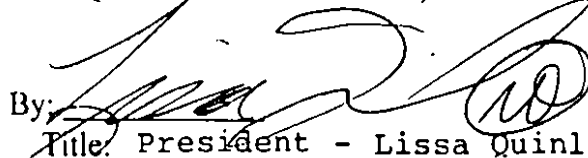
IN WITNESS WHEREOF, the Successor and the Company have each caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE QUINLAN COMPANIES I, INC.

By: 

Title: President - Thomas Quinlan

THE QUINLAN COMPANIES, INC.

By: 

Title: President - Lissa Quinlan



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

August 7, 2001

TO WHOM IT MAY CONCERN:

Re: **THE QUINLAN COMPANIES I, 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:

MERGER-CORPORATION IS THE NON-SURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Edward J. Flanagan, Jr.
Chief Revenue Agent
Corporations

FILED
AUG 29 2001
By

10:43 TO 1 52 338

RECEIVED
AUG 10 2001
DEPT. OF REVENUE