



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

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

Gemma Realty, 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:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Gemma Realty, LLC and Gemma Realty II, 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 Gemma Realty, 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) Upon Filing

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

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

FILED
DEC 30 2003
By [Signature]

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 \_\_\_\_\_

.....  
**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

Gemma Realty, LLC

Print Entity Name

By: Leonard Gemma Member
Name of person signing Title of person signing

By:
Name of person signing Title of person signing

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this 30th day of December, 2003, before me personally appeared Leonard P. Gemma who, being duly sworn, declared that he/she is the Member 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
My Commission Expires: 3/25/06

Gemma Realty II, LLC

Print Entity Name

By: Leonard P. Gemma Member
Name of person signing Title of person signing

By:
Name of person signing Title of person signing

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this 30th day of December, 2003, before me personally appeared Leonard P. Gemma who, being duly sworn, declared that he/she is the Member 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
My Commission Expires: 3/25/06

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of the 30<sup>th</sup> day of December, 2003 by and between **Gemma Realty, LLC**, a Rhode Island limited liability company having a principal place of business at One Wellington Road, Lincoln, RI 02865 ("GRLLC") and **Gemma Realty II, LLC f/k/a Gemma Realty Co.**, a Rhode Island limited liability company having a principal place of business at One Wellington Road, Lincoln, RI 02865 ("GRIILLC").

### WITNESSETH:

WHEREAS, GRLLC is a limited liability company duly organized under the laws of Rhode Island on November 22, 1995; GRIILLC is a limited liability company (formerly a general partnership known as "Gemma Realty Co") duly organized under the laws of Rhode Island on December 30, 2003; and GRLLC and GRIILLC deem it advisable, for the general welfare and advantage of said companies and their members, that GRIILLC be merged into GRLLC with GRLLC to be the surviving company on such terms and conditions as are set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and obligations herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree in accordance with the General Laws of the State of Rhode Island that GRLLC and GRIILLC shall be merged into a single limited liability company said GRLLC being the surviving company, and that the terms and conditions of said merger and the mode of carrying said merger into effect shall be as set forth below.

1. Limited Liability Company Existence of Surviving Company. Except as otherwise specifically set forth in this Agreement, the identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of GRLLC shall continue unaffected and unimpaired by the within merger, and the company identity, existence, purpose, franchises, rights, assets, properties, privileges, immunities, powers, duties, and liabilities of GRIILLC shall be merged into GRLLC, and GRLLC shall be fully vested with each of the foregoing.

2. Effective Date of Merger and Agreement. The effective date of this Agreement and of the merger contemplated hereunder shall be December 30, 2003 (the "Effective Date of Merger"). On the Effective Date of Merger, the separate existence of GRIILLC, excepting only those matters that may be continued by statute, shall cease, and GRLLC and GRIILLC shall become a single company, namely GRLLC (the "Surviving Company").

3. Operating Agreement and Articles of Organization of Surviving Company. The operating agreement and Articles of Organization of GRLLC as they exists on the Effective Date of Merger shall be and remain the operating agreement and Articles of Organization of the Surviving Company until they shall respectively be altered, amended, or repealed.

4. Representations of GRLLC. GRLLC hereby represents to the best of its knowledge the following: (i) R.I.G.L. Section 7-16-59 allows a domestic limited liability company to be merged into another domestic limited liability company; (ii) R.I.G.L. Section 7-16-61, as amended, allows for such a merger upon the unanimous vote of members entitled to vote; (iii) all of the Members of GRLLC, by consent of even date herewith, have authorized such merger in all respects; (iv) GRLLC, through its members, has the power to enter into and perform under this Agreement; (v) GRIILLC has had the opportunity to review the corporate and financial records of GRLLC and those records provided to GRIILLC, if any, are correct and accurate; (vi) there are no actions pending or threatened against GRLLC which if adversely determined would materially and adversely affect GRLLC, and the merger

contemplated herein will not constitute a breach of any agreement to which GRLLC is a party; and (vii) GRLLC has, at the present time, assets and liabilities as previously reported to GRILLC.

5. Representations of GRILLC. GRILLC hereby represents to the best of its knowledge the following: (i) R.I.G.L. Section 7-16-59 allows a domestic limited liability company to be merged into another domestic limited liability company; (ii) R.I.G.L. Section 7-16-61, as amended, allows for such a merger upon the unanimous affirmative vote of Members entitled to vote; (iii) all of the Members of GRILLC, by consent of even date herewith, have authorized such merger in all respects; (iv) GRILLC, through its duly authorized members, has the power to enter into and perform under this Agreement; (v) GRLLC has had the opportunity to review the corporate and financial records of GRILLC and those records provided to GRLLC, if any, are correct and accurate; (vi) there are no actions pending or threatened against GRILLC which if adversely determined would materially and adversely affect GRILLC and the merger contemplated herein will not constitute a breach of any agreement to which GRILLC is a party; and (vii) GRILLC has, at the present time, assets and liabilities as previously reported to GRLLC.

6. Plan of Merger. On or before December 31, 2003, the parties shall cause to be filed Articles of Merger consistent herewith with the Rhode Island Secretary of State's office. No additional consideration other than that stated above shall be exchanged for the outstanding interests of GRILLC. The parties agree and acknowledge that such consideration represents the full and fair value of the interests in GRILLC. All interests in GRILLC shall be immediately retired and canceled as of the date hereof.

7. Closing; No Brokers; Surviving Company. The closing of the merger contemplated herein shall occur of even date herewith at the offices of GRLLC, or at such other place as the parties may designate. The parties represent that no brokers have been involved in this transaction, and that no broker's fee shall be due hereunder. GRLLC shall be the surviving company hereunder. There shall be no change in the name, capital structure, voting rights, governance, Operating Agreement, Articles of Organization, purpose, or general operations of GRLLC as a result of the merger contemplated herein.

8. Notices. All demands, notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given and received: (i) if mailed, addressed as set forth herein, on the date that the same is deposited in the United States registered or certified mail, return receipt requested, postage prepaid, or; (ii) if by facsimile or hand delivery, addressed as set forth herein, on the date delivered to or received at the premises of the other party. All notices hereunder shall be addressed as indicated herein or as otherwise specified by the parties hereto by notifying each other of the same in writing from time to time.

9. Supersedure; Entire Agreement; Binding Effect. This Agreement supersedes all prior negotiations and agreements, whether written or oral, between the parties hereto, and sets forth the entire understanding and agreement of the parties hereto with respect to the transactions contemplated hereunder. This Agreement shall be binding on, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors, assigns, and distributes.

10. Assignment; Amendment; Governing Law; Further Assurances. This Agreement, whether in whole or in part, may not be assigned, transferred, or pledged by any party hereto whether by operation of law or otherwise, without the written consent of the parties hereto. No modification or amendment of this Agreement, whether in whole or in part, shall be effective unless made in writing and signed by the parties hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island. After the date of closing of the transactions contemplated hereunder, the parties hereto shall execute and deliver such further and other instruments and items as any of the parties hereto may reasonably request, or as may be reasonably necessary to effectuate the transactions contemplated herein.

11. Manner of Converting Membership Interests of GRILLC into Membership Interests of Surviving Company. The parties agree and acknowledge that the current members of and respective percentages of ownership interest held in GRLLC and in GRILLC are the same. As a result, there shall be no specific manner of converting the membership interests of GRILLC into membership interests in GRLLC. Prior to and after the within merger, the ownership interests of the members of GRLLC shall be unaffected.

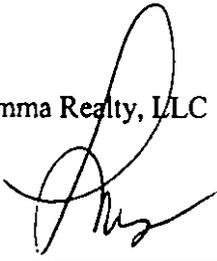
12. Miscellaneous Provisions. On the Effective Date of Merger, Surviving Company shall, without the necessity of other documents of transfer, succeed to all the rights, capacity, privileges, powers, franchises, and immunities, whether public or private in nature and specifically including title to or ownership of real or personal property of any kind, and be subject to all the liabilities and obligations of GRILLC, all of the foregoing as provided by R.I.G.L. § 7-16-63. Surviving Company hereby ratifies and confirms that its registered agent and registered office for service of process shall remain unchanged. Surviving Company shall pay all the expenses of carrying out the transactions contemplated by this Agreement and of accomplishing the within merger. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:



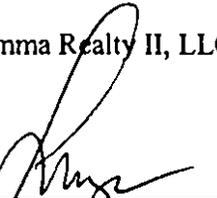
Gemma Realty, LLC

By: 

Leonard P. Gemma, Member



Gemma Realty II, LLC

By: 

Leonard P. Gemma, Member