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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

BUSINESS CORPORATION

ARTICLES OF MERGER OF SUBSIDIARY CORPORATION  
INTO

Rhode Island Food Dealers Association

*(Insert full name of surviving corporation)*

Pursuant to the provisions of Title 7, Chapter 1.1 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Merger for the purpose of merging the subsidiary corporation into itself.

1. The names of the merging corporations and the states under the laws of which they are organized respectively are:

<u>Name of Surviving Corporation</u>	<u>State</u>
Rhode Island Food Dealers Association	RI

<u>Name of Subsidiary Corporation</u>	<u>State</u>
Benefits Administration Corporation 39211	RI

2. The laws of the state under which each corporation is organized permit such merger.

3. The attached Plan of Merger was adopted by resolution by the board of directors of the surviving corporation.

*(Attach Plan of Merger)*

4. 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>
1	Common	1	Common

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By \_\_\_\_\_

5. A copy of the Plan of Merger was mailed to all shareholders of the subsidiary corporation on August 30, 1998

6. If the surviving corporation is to be governed by the laws of a state other than Rhode Island, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of any domestic corporation which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any domestic corporation against the surviving corporation; (b) irrevocably appoints the secretary of state of the State of Rhode Island as its agent to accept service of process in any proceeding; and (c) 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 1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.
7. The date when the merger is to become effective October 2, 1998 (no earlier than on or after the thirtieth day after the mailing of a copy of the agreement of merger to shareholders of the subsidiary corporation or upon the waiver thereof by the holders of all outstanding shares.)

Rhode Island Food Dealers has no members entitled to vote; the Board of Directors of Rhode Island Food Dealers adopted the Plan on August 30, 1998 by a vote of the Directors in office.

Dated: Sept 29 1998

Rhode Island Food Dealers Association

Name of Surviving Corporation

By Robert M. Haggopian  
Signature of  President or  Vice-President

AND  
Robert Bourne  
Signature of  Secretary or  Assistant Secretary

STATE OF Rhode Island  
COUNTY OF Providence

In East Providence on this 29th day of September, 19 98, before me personally appeared Robert Haggopian & Robert Bourne, who being by me first duly sworn, declared that he/she is the President & Secretary of the surviving corporation and that he/she signed the foregoing document as such officer, and that the statements therein contained are true.

Arthur J. Wheeler  
Notary Public  
My Commission Expires: 6/24/2001

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 30<sup>th</sup> day of September, 1998 (the "Merger Agreement") between Rhode Island Food Dealers Association, a Rhode Island non-profit corporation ("RIFD") and Benefits Administration Corporation, a Rhode Island corporation and a wholly-owned subsidiary of RIFD ("BAC").

### WITNESSETH

WHEREAS, on the date hereof, BAC has authority to issue 500 shares of Common Stock, par value \$.01 per share (the "BAC Common Stock"), of which 1 share is issued and outstanding and 499 shares are held in treasury;

WHEREAS, on the date hereof, RIFD is a non-profit corporation having members not authorized to vote which affairs are managed by a Board of Directors duly elected.

WHEREAS, the respective Boards of Directors of BAC and RIFD have determined that it is advisable and in the best interests of each of such corporation that BAC merge with and into RIFD upon the terms and subject to the conditions set forth herein for the purpose of unifying business affairs;

WHEREAS, the Board of Directors of BAC has by resolutions duly adopted and approved this Merger Agreement;

WHEREAS, RIFD has approved this Merger Agreement by its Board of Directors and in its capacity as the sole stockholder of BAC; and

WHEREAS, the Board of Directors of BAC has directed that this Merger Agreement be submitted to a vote of its shareholders at a special meeting of shareholders to be held on September 30, 1998, or at any and all adjournments thereof;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, BAC and RIFD hereby agree as follows:

Section 1. Merger. BAC shall be merged with and into RIFD (the "Merger"), and RIFD shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective on the earlier of September 30, 1998 or upon the date and time of filing of appropriate articles of merger, providing for the Merger, with the Secretary of State of the State of Rhode Island (the "Effective Time").

Section 2. Governing Documents. The Articles of

Incorporation of RIFD, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law. The By-laws of RIFD, as in effect immediately prior to the Effective Time, shall be the By-laws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof, the Articles of Incorporation of the Surviving Corporation and applicable law.

Section 3. Succession. At the Effective Time, the separate corporate existence of BAC and RIFD shall cease, and RIFD shall succeed to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of BAC, and RIFD shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of BAC, all in the manner and as more fully set forth in R.I.G.L. § 7-6-47.

Section 4. Directors. The directors and the members of the various committees of the Board of Directors of RIFD immediately prior to the Effective Time shall be the directors and members of such committees of the Surviving Corporation at and after the Effective Time to serve until the expiration of their respective terms and until their successors are duly elected and qualified.

Section 5. Officers. The officers of RIFD immediately preceding the Effective Time shall be the officers of the Surviving Corporation at and after the Effective Time until their successors are duly elected and qualified.

Section 6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of BAC such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or conform, of record or otherwise, in the Surviving Corporation, the title to and lien of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of BAC, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of BAC or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Section 7. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) each share of BAC Common Stock issued and outstanding immediately prior to the Effective Time shall, except as provided

in Section 8 hereof, be canceled and returned to the treasury.

(b) each share of BAC Common Stock held in the treasury of BAC immediately prior to the Effective Time shall be canceled automatically converted into one share of RIFD Common Stock, which shares shall continue to be retained and held by the Surviving Corporation in the treasury thereof; and

(c) each option, warrant, purchase right, unit or other security of BAC issued and outstanding immediately prior to the Effective Time shall be changed and converted into and shall be identical security of RIFD, and the same number of shares of RIFD Common Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of BAC Common Stock so reserved as of the Effective Time.

Section 8. Dissenting Shareholders. Notwithstanding the provisions of Section 7(a) hereof, any outstanding shares of BAC Common Stock held by a shareholder who shall have elected to dissent from the Merger and who shall have exercised and perfected appraisal rights with respect to such shares in accordance with R.I.G.L. 7-1.1-73 (a "Dissenting Stockholder") shall not be converted into shares of RIFD Common Stock as a result of the Merger, but Dissenting Stockholders shall be entitled to receive in lieu thereof only such consideration as shall be provided in such Section, except that shares of BAC Common Stock outstanding immediately prior to the Effective Time and held by a Dissenting Stockholder who shall thereafter withdraw his election to dissent from the Merger or lose his right to dissent from the Merger as provided in such Section shall be deemed converted, as of the Effective Time, into such number of shares of RIFD Stock as such holder otherwise would have been entitled to receive as a result of the Merger.

Section 9. Employee Option and Benefit Plans. Each option or other right to purchase or otherwise acquire shares of BAC Common Stock granted under any employee option, stock purchase or other benefit plan of BAC (collectively, the "Plans") which is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option or right to acquire (and RIFD hereby assumes the obligation to delivery) the same number of shares of RIFD Common Stock, at the same price per share, and upon the same terms, and subject to the same conditions, as set forth in the respective Plans as in effect immediately prior to the Effective Time. The same number of shares of RIFD Common Stock shall be reserved for purposes of the Plans as is equal to the number of shares of BAC Common Stock so reserved immediately prior to the Effective Time. RIFD hereby assumes, as of the Effective Time, (i) the Plans and all

obligations of BAC under the Plans, including the outstanding options, stock purchase rights or awards or portions thereof granted pursuant to the Plans and the right to grant additional options and stock purchase rights thereunder and (ii) all obligations of BAC under all other benefit plans in effect as of the Effective Time with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

Section 10. Dividends and Distributions. In the event that any dividend or other distribution shall hereafter be declared by the Board of Directors of BAC in respect of the outstanding shares of BAC Common Stock payable subsequent to the Effective Time, the obligation to make payment of such dividend or other distribution shall, by virtue of the Merger, become the obligation of the Surviving Corporation and shall be satisfied in the manner specified in such declaration, except that, to the extent such dividend or other distributions shall have been declared payable in whole or in part in shares of BAC Common Stock, the Surviving Corporation shall issue, in place thereof, to the persons entitled thereto, the identical number of shares of RIFD Common Stock.

Section 11. Condition to the Merger. The consummation of the Merger and the other transactions herein provided is subject to receipt prior to the Effective Time of the requisite approval of the Merger by the holders of BAC Common Stock pursuant to the Rhode Island General Laws.

Section 12. Certificates. At and after the Effective Time all of the outstanding certificates which immediately prior thereto represented shares of BAC Common Stock or warrants, units or other securities of BAC shall be deemed for all purposes to evidence ownership of and to represent the shares of RIFD Common Stock or warrants, units or other securities of RIFD, as the case may be, into which the shares of BAC Common Stock or warrants, units or other securities of BAC Common Stock or warrants, units or other securities of BAC represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of RIFD Common Stock or warrants, units or other securities of RIFD, as the case may be, evidenced by such outstanding certificate, as above provided.

Section 13. Amendment. The parties hereto may amend, modify or supplement this Merger Agreement prior to the Effective Time; provided, however, that no amendment, modification or supplement may be made after the adoption of this Merger Agreement by the

shareholders of BAC which changes this Merger Agreement in a way which, in the judgment of the Board of Directors of BAC, would have a material adverse effect on the shareholders of BAC, unless such amendment, modification or supplement is approved by such shareholders.

Section 14. Termination. This Merger Agreement may be terminated, and the Merger and the other transactions provided for herein may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Merger Agreement by the shareholders of BAC, by action of the Board of Directors of BAC if:

(a) the condition specified in Section 11 hereof shall not have been satisfied or waived; or

(b) the Board of Directors of BAC determines for any reason, in its sole judgment and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of BAC and its shareholders.

Section 15. Counterparts. This Merger Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 16. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Merger Agreement.

Section 17. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

Signature page follows.

IN WITNESS WHEREOF, BAC and RIFD have caused this Merger Agreement to be executed and delivered as of the date first above written.

BENEFITS ADMINISTRATION  
CORPORATION,  
a Rhode Island corporation

By: Robert M. Hagopian  
Robert Hagopian, President

RHODE ISLAND FOOD  
DEALERS ASSOCIATION,  
a Rhode Island corporation

By: Robert M. Hagopian  
Robert Hagopian, President

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

September 29, 1998

TO WHOM IT MAY CONCERN:

**Re: BENEFITS ADMINISTRATION CORPORATION**

It appears from our records that the above named corporation has filed all of 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:

**A MERGER - CORPORATION IS THE NONSURVIVOR**

Very truly yours,

R. Gary Clark  
Tax Administrator

Edward J. Flanagan, Jr.  
Chief Revenue Agent  
Corporations