

Filing Fee: \$50.00

**ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO**

METROPARK, LTD.

Pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by said Chapter 7-1.1:

(Insert Plan of Merger)

See Joint Plan of Merger and Agreement of Merger, attached hereto and made a part hereof.

SECOND: As to each of the undersigned corporations, (except one whose shareholders are not required to approve the agreement under § 7-1.1-67, in which event that fact shall be set forth), the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
BROM, INC. 2928	50	Common	50
METROPARK, LTD. 10273	100	Common	100

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Number of Shares</u>		
			<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
BROM, INC.	50	0	Common	50	0
METROPARK, LTD.	100	0	Common	100	0

FOURTH: Time merger to become effective (§ 7-1.1-69): 2/28/91

Dated APRIL 2, 1991

BROM, INC.
 By Charles Hugen
 Its President
 and Alan T. Sworshin
 Its Secretary
 METROPARK, LTD.
 By Charles Hugen
 Its President
 and Alan T. Sworshin
 Its Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } Sc.

At PROVIDENCE in said County on the 2ND day of
APRIL 1991, before me personally appeared CHARLES S.
MEYERS + ALAN T. DWORKIN, who being by me first duly sworn, declared that he is
the PRESIDENT + SECRETARY of BROM, INC., RESPECTIVELY,
that he signed the foregoing document as such PRESIDENT + SECRETARY of the
corporation, and that the statements therein contained are true.

Joanna Pagano
Notary Public
My commission expires: 6/30/91
JOANNA PAGANO

(NOTARIAL SEAL)

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } Sc.

At PROVIDENCE in said county on the 2ND day of
APRIL 1991, before me personally appeared CHARLES S.
MEYERS, who being by me first duly sworn, declared that he is
the PRES. + SECRETARY of METROPARK, LTD.,
that he signed the foregoing document as such PRES. AND SECRETARY of the
corporation, and that the statements therein contained are true.

Alan T. Dworkin
Notary Public
My commission expires: 6/30/91
ALAN T. DWORKIN

(NOTARIAL SEAL)

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.

JUN 11 9 36 AM '91

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.

JUN 25 3 30 PM '91

Rec'd & Filed JUN 25 1991

#10061658

JOINT PLAN OF MERGER
and
AGREEMENT OF MERGER
between
BROM, INC.
and
METROPARK, LTD.

Joint Plan of Merger and Agreement of Merger (hereinafter the "Agreement") dated FEBRUARY 28, 1991, effective February 28, 1991, by and between BROM, INC., a Rhode Island corporation (hereinafter "BROM" or the "merged corporation") and METROPARK, LTD., a Rhode Island corporation (hereinafter "METROPARK" or the "Surviving or Survivor" corporation), also sometimes hereinafter referred to collectively as the "Constituent Corporations," and singly as the "Constituent Corporation".

WITNESSETH:

----- WHEREAS, ~~BROM is a Rhode Island corporation with its~~ principal place of business in the City of Providence, State of Rhode Island; and

WHEREAS, the aggregate number of shares that BROM is authorized to issue is six hundred (600) common shares of which fifty (50) shares of common are outstanding; and

WHEREAS, METROPARK is a Rhode Island corporation with its principal place of business in the City of Providence, State of Rhode Island; and

WHEREAS, the aggregate number of shares that METROPARK is authorized to issue is six hundred (600) common shares of which one hundred (100) shares of common are outstanding; and

WHEREAS, the respective Board of Directors and/or shareholders, as the case may be, of each of the above-named corporations believes it to be in their best interests and desirable for the benefit of both corporations and their shareholders that the properties, businesses, assets, and liabilities of both parties be merged into one surviving or Constituent Corporation under the terms and conditions hereinafter set forth, and have adopted and approved this Agreement;

NOW, therefore, for and in consideration of the premises, the mutual promises set forth and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the parties hereto in accordance with the applicable provisions of Chapter 7-1.1 et. seq. of the General Laws of Rhode Island, as amended, the "Rhode Island Business Corporation Act", and the United States Internal Revenue Code, as amended, hereby agree that BROM, INC., be merged into METROPARK, LTD., subject to the approval of their respective Board of Directors and/or stockholders, as the case may be, upon the terms and conditions hereinafter set forth:

ARTICLE I

Name and Corporate Existence of Surviving Corporation

1. The corporation which is to survive upon the merger is METROPARK, LTD., and shall continue to exist as a corporation under the laws of the State of Rhode Island, with all the rights

and obligations of such surviving corporation as are provided by the Rhode Island Business Corporation Act, Chapter 7-1.1 et. seq. of the Rhode Island General Laws, as amended from time to time. The separate corporate existence of BROM, INC., shall cease upon the effective date as hereinafter defined; provided, however, the name of the aforesaid surviving corporation shall be "METROPARK, LTD.", as of the effective date of this Joint Plan and Agreement.

ARTICLE II

Transfer of Assets and Assumption of Liabilities

1. Upon the effective date, all and singular, the rights, privileges, powers, and immunities, as well of a public and as a private nature, of BROM, INC., and METROPARK, LTD., including without limitation the right to exercise the power of eminent domain to the extent permitted by law, and all the property, real, personal and mixed, and all debts, due to either of the corporations on whatever account, as well as all stock, subscriptions, and all other things in action belonging to either of their corporations, shall by operation of law be taken, and deemed to be transferred to, and vested in, or to remain vested in, and possessed by, the Survivor or Constituent Corporation (METROPARK, LTD.); and all property, rights, privileges, powers, and immunities, and all and every other interest, shall be thereafter as effectually the property of the Survivor or Constituent Corporation, as they were formerly of BROM, INC., and METROPARK, LTD., or either of them; and the

title to any real estate, or interest therein, acquired by deed, by lease, or otherwise, vested in BROM, INC., or METROPARK, LTD., shall not revert or be deemed to revert, or be in any way impaired, by this Agreement or the merger provided for:

Provided, that all rights of creditors, and all liens upon any property, of BROM, INC., or METROPARK, LTD., existing

immediately before the effective date shall be preserved unimpaired; and all debts, liabilities, duties and obligations of BROM, INC., and METROPARK, LTD., respectively shall

thenceforth attach or continue to attach to the Survivor or Constituent Corporation and may be enforced against it, to the same extent as if those debts, liabilities, duties and obligations had been incurred or contracted by it; and (without limitation of the generality of the foregoing) the Survivor or

~~Constituent Corporation shall and hereby does expressly assume,~~
effective upon the effective date, all contracts, mortgages, deeds of trust, indentures, equipment trust agreements, leases of equipment, conditional sales agreements, guaranties, guaranty agreements and real estate leases, made or assumed by BROM, INC., and all supplements and amendments thereto ("these instruments") and all bonds, debentures, notes, securities and other obligations issued under, or secured or evidenced by, these instruments, but only to the extent BROM, INC., was bound in respect thereof immediately before the effective date; the foregoing express assumption including, as a part and condition of the merger but only to the extent stated, assumption of the due and punctual payment of the principal of and interest on all

bonds, debentures, notes, securities, or other obligations issued under, or secured or evidenced by or to be issued under, or to be secured or evidenced by any of the instruments, according to their tenor, together with any prepayment charge provided for in any of the instruments, and all other indebtedness of BROM, INC., evidenced thereby including, but without limitation, the entire unpaid purchase price of equipment payable under any of the conditional sale agreements, and also the due and punctual performance and observance of all the covenants, obligations, conditions and provisions of, or provided to be performed or observed by, BROM, INC.; and it is understood and agreed that the vesting by the merger of BROM, INC.'s right, title and interest under the instruments in and into the Survivor or Constituent Corporation is subject in all respects to the respective provisions of those instruments.

ARTICLE III

Articles of Incorporation, Bylaws

1. The Articles of Incorporation and Bylaws as amended of METROPARK, LTD., shall continue as the Articles of Incorporation and Bylaws of the Surviving or Constituent Corporation as of the effective date of the merger and shall continue to be and remain its Articles of Incorporation and Bylaws unless and until further amended in accordance with applicable law.

ARTICLE IV

Corporate Purpose

1. The purpose of the Surviving or Constituent Corporation shall be to acquire by purchase, exchange, lease or otherwise and to own, hold, use, develop, operate, sell, assign, lease, transfer, improve and develop real property of any and all kinds, class and description and rights and privileges therein whatsoever situate and generally dealing in real property, and to engage in any lawful act or activity for which corporations may be organized and operated under the Rhode Island Business Corporation Act, as amended.

ARTICLE V

Directors, Officers

1. The Directors and Officers of METROPARK, LTD., as the case may be, shall be the Directors and Officers of the Surviving or Constituent Corporation, as the case may be, until their successors are duly elected and qualified under the Bylaws of the Surviving or Constituent Corporation.

ARTICLE VI

Shares of Survivor METROPARK, LTD.

1. Each common share of METROPARK outstanding on the effective date of merger shall thereupon, without further action, become one (1) common share of the Surviving Corporation, without the issuance or exchange of new shares or share certificates. The total number of shares with preference,

voting rights, qualifications, special rights or privileges or each class thereof which the Surviving Corporation is authorized to issue as provided in its Articles of Organization is as follows: six hundred (600) shares of no par common stock of which one hundred (100) shares are issued to the following individuals: Charles Meyers (100).

ARTICLE VII

Shares of Merged BROM, INC.

1. The manner of converting capital stock of BROM into capital stock of METROPARK shall be that all authorized and outstanding common shares of BROM, INC., such shares being owned by the following individuals: Charles Meyers (50) and all rights in respect thereof, shall be cancelled forthwith on the effective date of the merger, and the certificate or certificates representing such shares shall be surrendered and cancelled forthwith, and fifty (50) shares of common stock of the Surviving Corporation authorized to be issued as provided in its Articles of Organization (600 shares of common stock) shall be issued in exchange therefore, to the following individuals: Charles Meyers (50).

ARTICLE VIII

Board of Directors and Stockholder Approval

1, This Agreement shall be submitted to the respective Board of Directors and the stockholders, as the case may be, of METROPARK, LTD., and BROM, INC., for approval as required by the laws of the State of Rhode Island. When such required approval

is obtained, the proper officers of each such corporation shall, and are hereby fully authorized and directed to, perform all such further acts and execute and deliver to the proper authorities, Federal, State, municipal or otherwise, for filing all documents, as the same may be necessary or proper to render effective the merger contemplated by this Agreement. If at any present or late time the Surviving or Constituent Corporation shall consider or be advised that any further assignments or assurances in law or other things are necessary or desirable to vest or to perfect or to confirm, of record or otherwise, in the Surviving or Constituent Corporation the title, interest or right to any property of any kind of the merged corporation acquired or to be acquired as a result of the merger provided for in this Agreement, both the merged corporation and the Surviving or Constituent Corporation are fully authorized to execute and deliver any and all proper deeds, assignments and assurances in law and to do all things necessary and proper in the name of the respective corporations and otherwise carry out the purposes and intent of this Agreement.

ARTICLE IX

Accounting

1. As of the effective date, the accounting entries of BROM, INC., with respect to assets, liabilities, capital, surplus, and any and all other items will be taken up upon the books of the Surviving or Constituent Corporation, at the same manner, amounts and descriptions at which they were carried on the books of BROM, INC.

ARTICLE X

Miscellaneous Provisions

1. Each of the directors and officers and former directors and officers of the Survivor, as the case may be, and any person who may have served at its request as a director or officer of a subsidiary or of another corporation in which at the time of such request it owned shares, directly or indirectly, of capital stock, or of which it was then a creditor, and his heirs, executors, legal administrators, and successors and assigns, shall be indemnified by the Survivor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of the fact that he, his testator, or intestate is or was officer or director of the ~~Survivor or of each other corporation, except in relation to~~ matters as to which any such director or officer or former director or officer shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty as such director or officer. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of stockholders or otherwise.

2. The Board of Directors and/or Shareholders of the Survivor, as the case may be, shall have full and continuing authority to take such action with regard to the payment of pensions and allowances to officers and employees and their survivors and beneficiaries as it deems to be in the best interest of the Survivor.

3. From the date of this Agreement until the effective date or until this Agreement is terminated or abandoned as set forth hereinafter, BROM, INC., will not, without consent of METROPARK, LTD.:

a. Make, declare, or pay or agree to make, declare or pay any distributions or payments of any kind in respect of its capital stock, including without limitation payments upon the purchase redemption or other acquisition of any shares of its capital stock;

b. Issue or reclassify or alter any shares of its outstanding or unissued capital stock;

c. Dispose of any property or asset of a substantial value or amount by sale, lease, assignment, transfer, mortgage, gift, or otherwise other than to a wholly-owned subsidiary, ~~except for a fair consideration received or receivable in cash~~ property in exchange therefor.

4. The Surviving Corporation hereby agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement at any obligation of BROM, INC., and irrevocably appoints the Secretary of State of the State of Rhode Island as its agent to accept service of process of any such proceedings and directs the Rhode Island Secretary of State to mail a copy of such service to: Alan T. Dworkin, Esq., 164 Airport Road, Warwick, Rhode Island, and will promptly pay to any dissenting shareholder of BROM, INC., the amount, if any, to which he shall be entitled under the provision of the General Laws of the State of Rhode Island, as amended, with respect to the rights of dissenting shareholders.

ARTICLE XI

Termination and/or Abandonment

1. Notwithstanding any of the provisions of this Agreement, the Board of Directors and/or the president of METROPARK, LTD., as the case may be, at any time before or after approval by the shareholders of either or both corporations, and prior to the effective date of the merger herein contemplated, and for any reason they or he may deem sufficient and proper, shall have the power and authority to abandon and refrain from making effective the contemplated merger as set forth herein; in which case this Agreement shall thereby be cancelled and be declared null and void.

ARTICLE XII

Effective Date

1. This Agreement and merger provided for herein having been approved and adopted by the Board of Directors and the stockholders, as the case may be, of METROPARK, LTD., and BROM, INC., not having been terminated or abandoned in pursuance of the provisions of Article XI, a duly signed counterpart of a certified copy of this Agreement, duly certified and acknowledged, shall be tendered for filing in the office of the Secretary of State of the State of Rhode Island. The merger provided for in this Agreement shall become effective upon the date specified in this Joint Plan of Merger and Agreement of Merger (February 28, 1991) hereinafter and hereinbefore referred to as the "effective date," whereupon the separate existence of BROM,

INC., shall cease except insofar as continuing by statute and it shall be merged with and into the Surviving Corporation.

2. A counterpart or copy of this Agreement shall be tendered for filing or recording in such other offices elsewhere as the Survivor may deem appropriate for the purpose of evidencing in the public records the merger of BROM, INC., into METROPARK, LTD., or for any purpose, but neither the merger nor such tenders, filing, or recording shall have the effect of making the Survivor a domestic corporation of any state other than Rhode Island, nor shall such tenders, filing or recording, or failure to do so, affect the time when the merger provided for in this Agreement shall become effective.

ARTICLE XIII

Descriptive Headings

~~1. The descriptive headings of the several Articles of~~
this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE XIV

Binding Effect

1. This Agreement shall be binding upon the parties hereto, their heirs and legal representatives, their respective successors and assigns and the parties hereto do covenant and agree that they themselves, their heirs, legal representatives, successors, and assigns, will execute any and all instruments, releases, assignments and consents that may be required of them in accordance with Article VIII and the other provisions of this Agreement.

ARTICLE XV

Construction and
Jurisdiction

1. This Agreement shall be construed and governed by the continued in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, BROM, INC., and METROPARK, LTD., have caused this Agreement to be executed in their corporate names by their respective officers and also by majorities of their respective Board of Directors or shareholders, as the case may be, on the date first above written.

Corporate Seal
Attest:

METROPARK, LTD.

Charles Meyers
Charles Meyers, Secretary

By: Charles Meyers
Charles Meyers, President

Corporate Seal
Attest:

BROM, INC.

Alan T. Dworkin Sec.
Alan T. Dworkin, Secretary

By: Charles Meyers
Charles Meyers, President

State of Rhode Island
Providence, Sc.

In PROVIDENCE, Rhode Island, on the 2ND day of APRIL, 1991, before me personally appeared Charles Meyers and Charles Meyers to me known and known by me to be the president and secretary, respectively, of METROPARK, LTD., who, on behalf of said Corporation, executed the foregoing and they acknowledged said instrument by them executed to be their official free act and deed and free act and deed of said METROPARK, LTD.

Alan T. Dworkin

Notary Public

My commission expires: 6/30/91

STATE OF RHODE ISLAND
PROVIDENCE, SC.

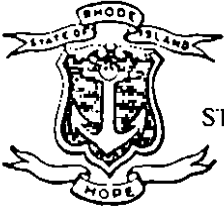
In PROVIDENCE, Rhode Island, on the 2ND day of
APRIL, 1991, before me personally appeared Charles
Meyers and Alan T. Dworkin to me known and known by me to be the
president and secretary, respectively, of BROM, INC., who, on
behalf of said Corporation, executed the foregoing and they
acknowledged said instrument by them executed to be their
official free act and deed and free act and deed of said BROM,
INC.

Joanna Pagano

Notary Public

My commission expires: 6/30/91

JOANNA PAGANO



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

FAX (401) 277-6006

April 25, 1991

TO WHOM IT MAY CONCERN:

Re: BROM, INC.

It appears from our records that the abovenamed 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 abovenamed corporation for the purpose of :

A MERGER - CORPORATION IS THE NONSURVIVOR

Very truly yours,

R. Gary Clark
Tax Administrator

Ernest A. DeAngelis
Chief Revenue Agent
Corporations