

Filing fee: \$100.00

ID 66548  
ID 0017960

**ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS  
INTO  
LANDSCAPING SERVICES, INC.**

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 Exhibit A attached hereto

**FILED**

FEB 26 1996

BY 11659  
154476

RECEIVED  
FEB 27 1996  
CLERK OF SUPERIOR COURT  
STATE OF NEW YORK

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>
DaPonte's Landscaping Services, Inc.	100 <i>10548</i>	Class A	50
		Class B	50
Landscaping Services, Inc.	3,000 <i>17960</i>	Class A	300
		Class B	2,700

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>
DaPonte's Landscaping Services, Inc.	100	0	Class A	50	0
			Class B	50	0
Landscaping Services, Inc.	3000	0	Class A	300	0
			Class B	2,700	0

FOURTH: Time merger to become effective (§ 7-1.1-69): Upon filing of Articles of Merger

Dated 1/23, 1996

DaPonte's Landscaping Services, Inc.

By [Signature]  
Its \_\_\_\_\_ President

and Marjorie DaPonte  
Its \_\_\_\_\_ Secretary

Landscaping Services, Inc.

By [Signature]  
Its \_\_\_\_\_ President

and Marjorie DaPonte  
Its \_\_\_\_\_ Secretary

STATE OF RHODE ISLAND }

COUNTY OF Bristol

} SC.  
}

At Bristol in said County on the 23 day of  
January 1996, before me personally appeared Seraphin DaPonte, Jr.,  
who being by me first duly sworn, declared that he is the President of DaPonte's Landscaping  
Services, Inc. that he signed the foregoing document as such President of the corporation, and that  
the statements therein contained are true.

[Signature]  
Notary Public

EDWARD J COX II  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JUNE 14, 1997

(NOTARIAL SEAL)

STATE OF RHODE ISLAND }

COUNTY OF Bristol

} SC.  
}

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[Signature]  
Notary Public

EDWARD J COX II  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JUNE 14, 1997

(NOTARIAL SEAL)

## EXHIBIT A

### PLAN OF MERGER

#### DAPONTE'S LANDSCAPING SERVICES, INC. into LANDSCAPING SERVICES, INC.

This Plan of Merger (hereinafter "Plan of Merger") is entered into this 23 day of January, 1996 by Landscaping Services, Inc., a Rhode Island corporation ("Survivor") and DaPonte's Landscaping Services, Inc., a Rhode Island corporation ("Merged").

WHEREAS, The holders of all of the outstanding Class A voting capital stock of Merged and the holders of all of the outstanding Class A voting capital stock of Survivor, deem it advisable that Merged be merged into Survivor as authorized by the provisions of §7-1.1-65 of the General Laws of Rhode Island (1956), as amended (hereinafter "Rhode Island Law"); and

WHEREAS, Survivor, by its Articles of Association which were filed in the office of the Secretary of State, State of Rhode Island, on March 24, 1969, as amended on July 1, 1976 and November 28, 1988, has an authorized capital stock consisting of four hundred (400) shares of Class A voting common stock, without par value, of which one hundred (300) shares are issued and outstanding; and two thousand seven hundred (2,700) shares of Class B non-voting common stock, without par value, of which two thousand seven hundred (2,700) shares are issued and outstanding;

WHEREAS, Merged, by its Articles of Incorporation which were filed in the office of the Secretary of State, State of Rhode Island, on May 22, 1990, has an authorized capital stock consisting of three thousand nine hundred fifty (3950) shares of Class A voting common stock, without par value, of which fifty (50) shares are issued and outstanding; and fifty (50) shares of Class B non-voting stock, without par value, of which fifty (50) shares are issued and outstanding;

NOW, THEREFORE, in accordance with Rhode Island Law, Merged shall be merged into Survivor as follows:

**FIRST:** Upon the filing of the Articles of Merger ("Effective Time"), Merged shall be merged into Survivor such that Survivor shall be the surviving corporation.

**SECOND:** As of the Effective Time, each single issued and outstanding share of Class A and Class B common stock of Merged shall, without any action on the part of the holder thereof, be canceled. As of the Effective Time, each single issued and outstanding share of Class A common stock of Survivor shall, without any action on the part of the holder thereof, be exchanged for, and reclassified and converted into, One Tenth of One (1/10th) share of Class A Common Stock and; each single issued and outstanding share of Class B common stock of Survivor shall, without any action on the part of the holder thereof, be exchanged for, and reclassified and converted into, One and One Tenth (1 1/10th) shares of Class B Common Stock.

**THIRD:** The terms and conditions of the merger provided for herein are as follows:

A. The Articles of Incorporation of Survivor shall be the Articles of Incorporation of the surviving corporation., except that:

(i) Article FIFTH of the Articles be deleted in its entirety and the following be substituted in lieu thereof:

"The aggregate number of shares which the Corporation shall have authority to issue is Three Thousand (3,000) shares of common stock, without par value, of which (a) Thirty (30) shares shall be designated as Class A Common Stock, without par value (the "Class A Common Stock") and (b) Two Thousand Nine Hundred Seventy (2,970) shares shall be designated as Class B Common Stock, without par value (the "Class B Common Stock").

The designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations, or restrictions thereof, of the shares of Class A Common Stock and Class B Common Stock, shall be as follows:

Except as otherwise required by law, the voting power for the election of officers and for all other purposes shall be vested exclusively in the holders of shares of Class A Common Stock, and holders of shares of Class B Common Stock shall not have any voting power or be entitled to receive any notice of meetings of stockholders to the extent allowed by applicable law. In all other respects, the designations, powers, preferences and rights, and qualifications, limitations and restrictions thereof, of the shares of Class A Common Stock and Class B Common Stock shall be identical, share for share."; and

(ii) Article EIGHTH of the Articles be amended to read as follows:

"(a) Action by the stockholders pursuant to Rhode Island General Laws, (1956), as amended, Section 7-1.1-30.3(b) is hereby authorized.

(b) No director or stockholder undertaking to exercise the responsibilities of a director shall have personal liability to the corporation or to its stockholders for monetary damages for breach of such director's or stockholder's duty as a director or, in the case of a stockholder, duty as a person undertaking to exercise the responsibilities of a director; provided that this provision shall not eliminate or limit the liability of such director or stockholder for: (i) any breach of such director's or stockholder's duty of loyalty to the corporation or its stockholders; (ii) acts or omissions not

in good faith or which involved intentional misconduct or a knowing violation of law; (iii) liability imposed pursuant to the provisions of Rhode Island General Laws §7-1.1-43; or (iv) any transaction from which such director or stockholder derived an improper personal benefit (unless said transaction is permitted by Rhode Island General Laws §7-1.1-37.1)."

B. The bylaws of Survivor as in effect at the Effective Time shall be the bylaws of the surviving corporation.

C. The first annual meeting of the stockholders of Survivor held after the Effective Time shall be the annual meeting provided by the bylaws thereof for the year 1996.

D. The officers of Survivor, after the Effective Time, shall be those presently in office.

E. Survivor and Merged shall each pay their respective expenses of carrying this Plan of Merger into effect and of accomplishing this merger.

F. This Plan of Merger shall become effective as of the Effective Time, as of which time the separate existence of Merged shall cease and merged shall be merged into Survivor in accordance with the provisions of this Plan of Merger, whereupon Survivor shall possess all of the rights, privileges, powers and franchises of a public as well as a private nature, and be subject to all the restrictions, disabilities and duties of Merged; and all property, real, personal and mixed and all debts due to Merged, on whatever account, and all other things in action, and all and every other interest of or belonging to Merged, shall be vested in Survivor; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectively the property of Survivor as it was of Merged; and the title to any real estate vested by deed or otherwise in Merged shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Merged shall be preserved unimpaired and all debts, liabilities and duties of Merged shall thenceforth attach to Survivor and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it and, provided further, that the liabilities of Merged or of its shareholders or officers shall not be affected, nor shall the rights of the creditors thereof, or any person dealing with Merged be impaired by such a merger and any claim, action or proceeding pending by or against Merged may be prosecuted to judgment as if such merger had not taken place, or Survivor may be substituted in its place.

**FOURTH:** If at any time Survivor 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, or record or otherwise, in Survivor, the title to any property of Merged, acquired or to be acquired by this Plan of Merger, the proper officers of Survivor are fully authorized to execute and deliver any and all proper deeds, assignments and assurances in law or otherwise and to do all things necessary and proper in the name of Merged so as to vest, perfect or confirm title to such property in Survivor and otherwise carry out the purposes of this Plan of Merger.

FIFTH: Survivor reserves the right to amend, alter, change or repeal any provision of the Articles of Incorporation in the manner now or hereafter prescribed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, this Plan of Merger has been executed by the duly authorized officers of Survivor and Merged as of the day and year first above written.

Attest:

LANDSCAPING SERVICES, INC.

Marjorie DaPonte  
Marjorie DaPonte, Secretary

By: Seraphin DaPonte, Jr.  
Seraphin DaPonte, Jr., President

DAPONTE'S LANDSCAPING  
SERVICES, INC.

Marjorie DaPonte  
Marjorie DaPonte, Secretary

By: Seraphin DaPonte, Jr.  
Seraphin DaPonte, Jr., 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

FAX (401) 277-6006

February 26, 1996

RECEIVED  
DIVISION OF TAXATION  
FEB 24 1 27 PM '96

TO WHOM IT MAY CONCERN:

Re: DAPONTE'S LANDSCAPING SERVICES, 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

**FILED**

FEB 28 1996

By 4059