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State of Rhode Island and Providence Plantations  
OFFICE OF THE SECRETARY OF STATE

BUSINESS DIVISION  
CORPORATIONS  
100 NORTH MAIN STREET  
PROVIDENCE, RI 02903

☒ Merger

☐ Consolidation

ARTICLES OF MERGER OR CONSOLIDATION

Pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, the undersigned entities adopt the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

**FIRST:** The constituent entities to the merger or consolidation are as follows:

<u>Entity Name</u>	<u>Entity Type</u>	<u>Jurisdiction of Formation Of Organization*</u>
Tuckertown Village Associates Limited Partnership	Limited Partnership	Rhode Island
Tuckertown Village Park, LLC	Limited Liability Co.	Rhode Island

**SECOND:** The surviving entity of this merger/the resulting entity of this consolidation is as follows:

<u>Entity Name</u>	<u>Entity Type</u>	<u>Jurisdiction of Formation*</u>
Tuckertown Village Park, LLC	Limited Liability Co.	Rhode Island

\*Include Rhode Island or other state identification numbers.

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JUL 17 1996  
BY [Signature]  
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SECRETARY OF STATE  
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**THIRD:** If a merger and the name of the survivor is being changed pursuant to the plan of merger,  
what is the prior name: .....  
what is the new name: .....

**FOURTH:** The plan of merger or consolidation attached as Exhibit A was approved by each of  
the undersigned entities:

(Attach Plan of Merger or Consolidation complying with §7-16-60)

**FIFTH:** The Plan of Merger or Consolidation has been duly authorized and approved by each  
constituent entity.

**SIXTH:** The effective date of the merger or consolidation, if later than the date of filing of these  
Articles of Merger or Consolidation, is: upon filing of these Articles (not more than 30 days  
after the filing of these Articles of Merger or Consolidation).

Dated July 16, 1996 Tuckertown Village Associates Limited Partnership

(name of entity)

By x  .....

Roland J. Fiore

Its General Partner (Title)

By: South County Sand & Gravel Co., Inc.  
Its General Partner

By x  .....

Roland J. Fiore

Its President (Title)

Tuckertown Village Park, LLC

(name of entity)

By x  .....

Roland J. Fiore

Its Member (Title)

By .....

Its (Title)

## PLAN OF MERGER

**THIS PLAN OF MERGER** is made and entered into this 16th day of July, 1996, by and between **Tuckertown Village Park, LLC**, a Rhode Island limited liability company (the "Surviving Company"), and **Tuckertown Village Associates Limited Partnership**, a Rhode Island limited partnership (the "Merged Limited Partnership").

### WITNESSETH:

WHEREAS, the Merged Limited Partnership is a limited partnership organized and existing under the laws of the State of Rhode Island, and the Surviving Company is a limited liability company organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Surviving Company desires for the Merged Limited Partnership to merge into the Surviving Company; and

WHEREAS, the Merged Limited Partnership is owned by the following partners in the following proportions:

South County Sand & Gravel Co., Inc.	99%
South County Sand & Gravel Co., Inc.	.75%
Roland J. Fiore	.25%

WHEREAS, the Surviving Company is owned by the following members in the following proportions:

Roland J. Fiore	50%
Anthony J. Fiore	25%
Lisa Fiore	25%

WHEREAS, the respective owners of the Merged Limited Partnership and the Surviving Company have deemed it advisable that the Merged Limited Partnership be merged into the Surviving Company upon the terms and conditions hereinafter set forth, and have adopted and approved this Plan of Merger.

NOW, THEREFORE, it is agreed that, pursuant to the provisions of Section 7-16-59(b) of the Rhode Island General Laws, as amended, and subject to the conditions hereinafter set forth, the Merged Limited Partnership shall be merged into the Surviving Company. The Surviving Company shall be the surviving entity and the terms and conditions of such merger shall be as hereinafter set forth.

1. **EFFECTIVE DATE.** The merger shall become effective on the date of filing of the Articles of Merger (the "Effective Date").

2. **MERGER.** As of the Effective Date, the separate existence of the Merged Limited Partnership shall cease, and the Surviving Company shall continue to exist by virtue of and be

governed by the laws of the State of Rhode Island and shall be known by its present name. After the Effective Date, the Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of both a public and of a private nature, of the Merged Limited Partnership; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Merged Limited Partnership shall be taken and deemed to be transferred to and vested in such single Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in any such Corporation shall not revert or be in any way impaired by reason of such merger. The Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of the Merged Limited Partnership; and any claims existing or actions or proceeding pending by or against the Merged Limited Partnership may be prosecuted as if such merger had not taken place. Neither the rights of creditors nor any liens upon the property of the Merged Limited Partnership shall be impaired by such merger.

3. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** The operating agreement of the Surviving Company, as of the Effective Date, shall continue to be the operating agreement of the Surviving Company until further amended in accordance with the provisions thereof and applicable law.

4. **MEMBERSHIP CERTIFICATES.** The mode of carrying into effect the merger provided for in this Agreement shall be as follows:

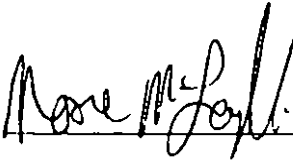
(a) A membership interest in the Surviving Company, equal to Ten (10%) Percent, shall be issued by the Surviving Company to South County Sand & Gravel Co., Inc. at the effective date of the merger, in exchange for its 99.25% partnership interest in the Merged Limited Partnership.

(b) A cash payment in the amount of \$1.00 shall be issued by the Surviving Company to Roland J. Fiore at the effective date of the merger, in exchange for his .75% partnership interest in the Merged Limited Partnership.

5. **FURTHER ACTS OR DOINGS.** If at any time the Surviving Company 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 Company, the title to any property of the Merged Limited Partnership acquired or to be acquired by reason of or as a result of the merger provided for in this Plan of Merger, both the general partner of the Merged Limited Partnership and the proper officers of the Surviving Company 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 Merged Limited Partnership or otherwise to vest, perfect, or confirm title to such property in the Surviving Company, and otherwise carry out the purpose of this Plan of Merger.

IN WITNESS WHEREOF, the parties have hereunto caused this Plan of Merger to be executed on the day and year first above written.

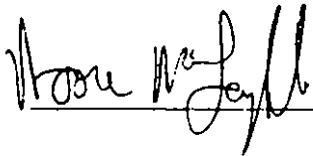
WITNESSED:


  
\_\_\_\_\_

Tuckertown Village Park, LLC  
Surviving Company

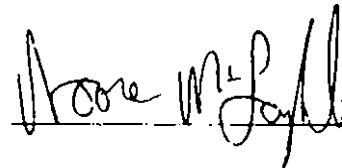
By:   
\_\_\_\_\_  
Roland J. Fiore, Member

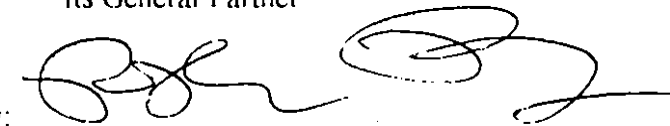
Tuckertown Village Associates  
Limited Partnership  
Merged Limited Partnership

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Roland J. Fiore, General Partner

By: South County Sand & Gravel Co., Inc.  
Its General Partner

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Roland J. Fiore, President

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