

Filing Fee: See Instructions

ID Number:

159362



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

ARTICLES OF MERGER OR CONSOLIDATION INTO

Original Crispy Pizza Crust Co. of Boston, Inc.

(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 General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ 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 state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Original Crispy Pizza Crust Co. of Boston, Inc.	Business Corporation	Rhode Island
Original Crispy Pizza Crust Co. of Boston, Inc. 54899	Business Corporation	Massachusetts

- 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 Original Crispy Pizza Crust Co. of Boston, Inc.
which is to be governed by the laws of the state of Rhode Island 159362

- 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 the State of 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: (i) 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; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) 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. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing 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 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby 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 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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By

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b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
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.

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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

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Original Crispy Pizza Crust Co. of Boston, Inc.

_____		Print Entity Name
By: _____	_____	_____
Name of person signing	Joseph L. Anzaldi	Title of person signing President
By: _____	_____	_____
Name of person signing	Benedetto J. Anzaldi	Title of person signing Vice President

Original Crispy Pizza Crust Co. of Boston, Inc.

_____		Print Entity Name
By: _____	_____	_____
Name of person signing	Joseph L. Anzaldi	Title of person signing President
By: _____	_____	_____
Name of person signing	Benedetto J. Anzaldi	Title of person signing Vice President

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Merger Agreement"), dated as of October 27, 2006, is by and between Original Crispy Pizza Crust Co. of Boston, Inc., a Massachusetts corporation ("Original Pizza – MA"), and Original Crispy Pizza Crust Co. of Boston, Inc., a Rhode Island corporation ("Original Pizza – RI").

WHEREAS, Original Pizza – MA is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts;

WHEREAS, Original Pizza – RI is a corporation duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, on the date of this Merger Agreement, Original Pizza – MA has authority to issue two hundred (200) shares of Common Stock, no par value, of which forty-five (45) shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, Original Pizza – RI has authority to issue eight thousand (8,000) shares of Common Stock, no par value, of which one (1) share is issued and outstanding;

WHEREAS, the respective Boards of Directors of Original Pizza – MA and of Original Pizza – RI have determined that it is advisable and in the best interests of each of such corporations that Original Pizza – MA merge with and into Original Pizza – RI in a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Board of Directors of Original Pizza – MA by unanimous written consent dated October 10, 2006 duly approved this Merger Agreement and the Board of Directors of Original Pizza – RI by unanimous written consent dated October 27, 2006 duly approved this Merger Agreement; and

WHEREAS, all the shareholders of Original Pizza – MA have, by unanimous written consent dated October 10, 2006, duly approved this Merger Agreement and all the shareholders of Original Pizza – RI have, by unanimous written consent dated October 27, 2006, duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Original Pizza – MA and Original Pizza – RI hereby agree as follows:

1. Merger. Original Pizza – MA will be merged with and into Original Pizza – RI (the "Merger"), and Original Pizza – RI shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such

later date as provided in such documents ("Effective Time"). The merger is intended to be a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

2. Governing Documents. The Articles of Incorporation of Original Pizza – RI as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit A, 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 laws. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit B, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate corporate existence of Original Pizza – MA shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of Original Pizza – MA;

(b) All and singular rights, privileges, powers and franchises of Original Pizza – MA and all property, real, personal and mixed, and all debts due to Original Pizza – MA on whatever account, as well as for share and note subscriptions and all other things in action or belonging to Original Pizza – MA shall be vested in the Surviving Corporation;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Original Pizza – MA, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or the State of Rhode Island, or of any of the other states of the United States, in Original Pizza – MA shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Original Pizza – MA shall be preserved unimpaired;

(d) All debts, liabilities and duties of Original Pizza – MA shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Original Pizza – MA, its shareholders, board of directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Original Pizza – MA;

(f) The Surviving Corporation shall be subject to suit, and the Surviving Corporation hereby agrees that it may be sued, in the Commonwealth of Massachusetts

for as long as any liability remains outstanding in the Commonwealth of Massachusetts for:

(i) any prior obligation of Original Pizza – MA; and

(ii) any obligation thereafter incurred by the Surviving Corporation including any obligation to one or more dissenting Original Pizza – MA shareholders created by Section 13.02 of Chapter 156D of the Massachusetts Business Corporation Act;

(g) The Surviving Corporation hereby irrevocably appoints the Secretary of the Commonwealth of Massachusetts as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes, in the same manner as provided in Section 11.07 of Chapter 156D of the Massachusetts Business Corporation Act;

(h) The employees and agents of Original Pizza – MA shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of Original Pizza – MA.

4. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Original Pizza – MA 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 or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Original Pizza – MA 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 Original Pizza – MA to take any and all such action and to execute and deliver any and all deeds and other instruments.

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

(a) Each share of Original Pizza – MA Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one hundred (100) fully-paid and non-assessable shares of Original Pizza – RI Common Stock;

(b) The one (1) share of Original Pizza – RI Common Stock presently issued and outstanding shall be given to the Surviving Corporation as a capital contribution and shall be canceled and resume the status of authorized and un-issued shares of Original Pizza – RI Common Stock, and no shares of other securities of the Surviving Corporation shall be issued in respect thereof;

(c) Each share of Original Pizza – MA Common Stock held in treasury immediately prior to the Effective Time shall be cancelled and resume the status of

authorized and un-issued shares of Original Pizza – RI Common Stock, and no shares of other securities of the Surviving Corporation shall be issued in respect thereof.

6. Conversion of Options. There are currently no options to purchase shares of Original Pizza – MA.

7. Stock Certificates. At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding shares of Original Pizza – MA common stock shall be presented to the Surviving Corporation to be exchanged for certificates representing shares of the Surviving Corporation as herein provided. The registered owner of any such Original Pizza – MA stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agents, 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 Surviving Corporation evidenced by such outstanding certificate as above provided. The certificate representing one share of the Surviving Corporation outstanding immediately prior to the Effective Time shall be surrendered to the Surviving Corporation for cancellation; at and after the Effective Time, the share represented by such certificate shall be deemed to be canceled whether or not the certificate has been surrendered or otherwise accounted for.

8. Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of Original Pizza – MA under all employee benefit plans in effect, if any, as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding, if any, as of the Effective Time.

9. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

10. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of Original Pizza – MA or Original Pizza – RI, notwithstanding approval of this Merger Agreement by the shareholders of either of said corporations, if circumstances arise which, in the opinion of the Board of Directors of Original Pizza – MA or Original Pizza – RI make the Merger inadvisable.

11. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, Original Pizza – MA and Original Pizza – RI have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

Original Crispy Pizza Crust Co. of Boston, Inc.,
a Massachusetts corporation

By: 

Joseph L. Anzaldi, President

Original Crispy Pizza Crust Co. of Boston, Inc.,
a Rhode Island corporation

By: 

Joseph L. Anzaldi, President

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EXHIBIT A

ARTICLES OF INCORPORATION

Filing and License Fee: \$230.00 minimum

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

BUSINESS CORPORATION

ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.2 of the General Laws of Rhode Island, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is Original Crispy Pizza Crust Co. of Boston, Inc.

~~(This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended.) (Strike if inapplicable.)~~

2. The total number of shares which the corporation has authority to issue is:

(a) If only one class: Total number of shares 8,000

or

(b) If more than one class: Total number of shares of each class _____

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

3. The address of the initial registered office of the corporation is One Turks Head Place, Suite 1200

(Street Address, not P.O. Box)

Providence

, RI

02903

(City/Town)

(Zip Code)

and the name of its initial registered agent

at such address is Michael F. Sweeney

(Name of Agent)

4. The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.
5. Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.

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6. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

Please see Exhibit A attached hereto.

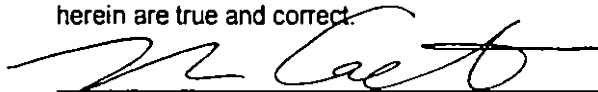
7. The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Mia A. Caetano	One Turks Head Place, Ste. 1200, Providence, RI 02903

8. These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing upon filing

Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: October 27, 2006



Signature of each Incorporator

ORIGINAL CRISPY PIZZA CRUST CO. OF BOSTON, INC.

EXHIBIT A

6. Provisions for the regulation of the internal affairs of the Corporation:

- I. Except as otherwise provided by the Rhode Island Business Corporation Act, as has been or may hereafter be amended (the "Act"), any action required or permitted to be taken at a meeting of shareholders by the Act, by these articles of incorporation or by the by-laws of the Corporation may be taken without a meeting upon the written consent of less than all of the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present.
- II. (A) A Director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of the Director's duty as a Director, except for (i) liability for any breach of the Director's duty of loyalty to the Corporation or its shareholders, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 811 of the Act, or (iv) liability for any transaction (other than transactions approved in accordance with Section 807 of the Act) from which the Director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing prior to such repeal or modification.

(B) The Directors of the Corporation may include provisions in the Corporation's by-laws, or may authorize agreements to be entered into with each Director, officer, employee or other agent of the Corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the Corporation by the foregoing paragraph, the Directors of the Corporation may include provisions in its by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

- (i) The by-law provisions or agreements authorized hereby may provide that the Corporation shall, subject to the provisions of this Article, pay, on behalf of an

Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article, when used herein

(1) "Directors" or "officer" means any individual who is or was a director or officer of the Corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors. Director or officer includes, unless the context otherwise requires, the estate or personal representative of the director or officer;

(2) "Loss" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, judgments, settlements, fines (including an excise tax assessed with respect to employee benefit plans), penalties, or, reasonable expenses actually incurred;

(3) "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses or bonds necessary to pursue an appeal of an adverse judgment; and

(4) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, other enterprise, employee benefit plan or other entity.

(iii) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to (i) a written affirmation by the Indemnified Person of his good faith belief that he has met the standard of conduct necessary

for indemnification and (ii) an undertaking by or on behalf of such Indemnified Person to repay the same to the Corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(v) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the Corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the Corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 811 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the person seeking indemnification derived an improper personal benefit.

III. All authorized shares are deemed to have no par value.

EXHIBIT B

Intentionally Omitted for Filing Purposes