

Filing Fee \$25.00

Merger
 Consolidation



State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE

100 North Main Street
Providence, Rhode Island
02903-1335

NON-PROFIT CORPORATION

PLEASE TAKE NOTICE

that the corporation must be in good standing prior to filing

ARTICLES OF MERGER OR CONSOLIDATION

OF DOMESTIC CORPORATIONS

(Strike inapplicable words)

Northern Rhode Island Community Mental Health Center, Inc.

The name of the (surviving) (new) corporation is Northern Rhode Island Community Mental Health Center, Inc.

If name change via merger, please state new name N.A.

Pursuant to the provisions of Section 7-6-46 of the General Laws, 1956, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging or consolidating them into one of such corporations:

~~FIRST: The following Plan of Merger was approved by each of the undersigned corporations:~~

Insert Plan of Merger or Consolidation

SEE ATTACHED

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.
AUG 7 1 29 PM '95

FILED

AUG 07 1995

B: NIC #55
146480

SECOND: As to each of the undersigned corporations, the Plan of Merger or Consolidation was adopted in the following manner: (Note 1)

The Plan of Merger was adopted by Northern Rhode Island Community Mental Health Center, Inc. by a consent in writing signed under date of July 14, 1995 by all members entitled to vote in respect thereof.

The Plan of Merger was adopted by Capitol Hill Interaction Council, Inc. at a meeting of the Board of Directors held on July 20, 1995, and received the vote of a majority of the Directors in office, there being no members entitled to vote in respect thereof.

Dated July 24, 1995

Northern Rhode Island Community Mental Health Center, Inc. (Note 2)

By [Signature] (Note 3)

Its CEO/Executive Vice-President

and [Signature] (Note 3)

Its Secretary or Assistant Secretary

Capitol Hill Interaction Council, Inc. (Note 2)

By [Signature] (Note 3)

Its President or Vice-President

and [Signature] (Note 3)

Its Secretary or Assistant Secretary

NOTES:

- 1. As to each of the corporations parties to the merger, insert whichever of the following statements is applicable:
(a) "The Plan of Merger was adopted by ... at a meeting of its members held on ... at which a quorum was present, and the Plan of Merger received at least a majority of the votes which members present or represented by proxy at such meeting were entitled to cast."
(b) "The Plan of Merger was adopted by ... by a consent in writing signed under date of ... by all members entitled to vote in respect thereof."
(c) "The Plan of Merger was adopted by ... at a meeting of the Board of Directors held on ... and received the vote of a majority of the Directors in office, there being no members entitled to vote in respect thereof."
2. Exact corporate names of corporations executing the Articles.
3. Signatures and titles of officers signing for the respective corporations

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of July 24, 1995, is between NORTHERN RHODE ISLAND COMMUNITY MENTAL HEALTH CENTER, INC., a Rhode Island non-profit corporation (hereinafter referred to as "Surviving Corporation") and CAPITOL HILL INTERACTION COUNCIL, INC., a Rhode Island non-profit corporation (hereinafter referred to as "Merged Corporation") (the Merged Corporation and Surviving Corporation are hereinafter collectively referred to as the "Constituent Corporations").

WHEREAS, the Surviving Corporation is a non-profit corporation duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Merged Corporation is a non-profit corporation duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable that these corporations merge and have duly approved and authorized the form of this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Rhode Island permit such a merger and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of the State of Rhode Island;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporation shall be and hereby is merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the mode of carrying it into effect are and shall be as follows:

Section 1. Name of Surviving Corporation

The corporate existence of the Surviving Corporation shall continue under the name Northern Rhode Island Community Mental Health Center, Inc.

Section 2. Office of Surviving Corporation

The principal office of the Surviving Corporation shall be located at: 55 Cummings Way, Woonsocket, Rhode Island 02895.

Section 3. Purposes of Surviving Corporation

The purposes set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

Section 4. Articles of Incorporation of the Surviving Corporation

The Articles of Incorporation of the Surviving Corporation shall remain unaffected, unimpaired and in effect.

Section 5. Officers and Directors

Persons who are officers or directors of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be directors and officers of the Surviving Corporation thereafter. In addition, the Surviving Corporation covenants that two persons currently serving on the Board of Directors of the Merged Corporation will be appointed to serve normal terms as members of the Board of Directors of the Surviving Corporation.

Section 6. Substance Abuse Committee

Persons currently serving on the Board of Directors of the Merged Corporation will be asked to serve on a Board Committee of the Surviving Corporation that will act to advise the Board of the Surviving Corporation on matters relating to the provision of substance abuse treatment by the Surviving Corporation.

Section 7. Effective Date of Merger

For all purposes under the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective and the separate existence of the Merged Corporation shall cease, as soon as:

- (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island, and the Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws; and
- (ii) the Articles of Merger shall have been filed in the office of the Secretary of State of the State of Rhode Island.

The corporate identity, existence, purposes, powers, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purpose, powers, rights and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

Section 8. Effect of Merger

Upon this merger becoming effective:

A. The Surviving Corporation shall possess all rights, privileges, powers and shall be subject to all the restrictions, liabilities, obligations and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law.

B. The Surviving Corporation shall be vested with all property, real, personal or mixed and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

C. All property, rights, privileges and powers of the Constituent Corporations shall be thereafter be as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property effected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations and duties of the Merged Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

Section 9. All Appropriate Actions

Each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property rights, privileges, powers and franchises referred to in Section 8 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 10. Expenses of Merger

The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

Section 11. Abandonment of Merger

Notwithstanding anything herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective:

A. By mutual consent of the Boards of Directors of the Constituent Corporations;

B. By the Board of Directors of either one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies;

C. By the Board of Directors of either one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which in the judgment of such Board, renders it inadvisable to proceed with the merger; or

D. By the Board of Directors of either one of the Constituent Corporations if any one of the conditions set forth in the Letter of Intent between the parties dated May 23, 1995 fails to be satisfied.

Section 12. Service of Process

Under the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Merged Corporation or for any obligation of the Surviving Corporation arising from the merger, by the mailing of such service of process to Don E. Wineberg, Esq., Cameron & Mittleman, 56 Exchange Terrace, Providence, Rhode Island.

Section 13. Warranties of the Merged Corporation

The Merged Corporation covenants, represents and warrants to the Surviving Corporation that as of this date and as of the merger date:

1. The Merged Corporation is a non-profit corporation duly organized, existing and in good standing under the laws of the State of Rhode Island, has all requisite corporate power and authority to own and lease its properties, to carry on its business as presently conducted, and to carry out the transactions contemplated hereby.

2. The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Board of Directors of the Merged Corporation in accordance with Rhode Island law. This Agreement and the transactions contemplated hereby will constitute valid and binding obligations of the Merged Corporation, enforceable in accordance with their respective terms.

3. The President of the Merged Corporation has the authority to execute and deliver this Agreement.

4. The execution, delivery and performance by the Merged Corporation of this Agreement does not and will not (a) violate any provision of law or any order of any court or other agency of the federal or any state government or the Articles of Incorporation

or Bylaws of the Merged Corporation; (b) conflict with, result in a breach of, or constitute a default under any indenture, agreement or other instrument; or (c) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any property or assets of the Merged Corporation.

5. The Merged Corporation is the sole and exclusive legal and equitable owner of all right, title and interest in and has good and marketable title to its assets, except to the extent of any liens, security interests, mortgages, or other encumbrances that have been disclosed to the Surviving Corporation.

6. All material contracts, agreements, plans and leases to which the Merged Corporation is a party or is bound have been disclosed to the Surviving Corporation and are valid and binding according to their terms, and no party to any such contract, agreement, plan or lease is in breach of its obligations thereunder. For purposes of this Section 13, material contracts, agreements, plans and leases are defined as follows:

(i) Any lease of machinery, equipment or other personal property involving payment of aggregate rentals in excess of \$10,000.

(ii) Any contract or agreement requiring aggregate payments by the Merged Corporation in excess of \$10,000;

(iii) Any indebtedness, obligation or liability for borrowed money, or liability for the deferred purchase price of property in excess of \$5,000 or any instrument guaranteeing any indebtedness, obligation or liability or any obligation to incur any indebtedness, obligation or liability;

(iv) Any licenses or other regulatory approvals for programs; and

(v) Any participating provider agreement with third party payers, including Medicare and Medicaid.

7. All federal, state, county and other tax returns, reports and declarations of every nature required to be filed by the Merged Corporation have been filed and such returns are complete and accurate. There are no tax liens on assets of the Merged Corporation and no basis exists for any such liens.

8. The Merged Corporation is not engaged in or a party to or threatened with any legal claim, suit, action, proceeding, governmental investigation, or legal, administrative or arbitration action and the Merged Corporation does not know, anticipate or have notice of any basis for any such action.

9. The Merged Corporation has all licenses, permits, approvals, accreditations or other authorizations as are necessary to own and conduct its operations and own, occupy and lease its real property.

10. The Merged Corporation has no knowledge or reason to know that it is in violation of any law, ordinance, judicial decree, order or regulation arising from the operation of its business. No notice from any governmental body or other person of any violation of any law, ordinance, code, rule or regulation has been received by the Merged Corporation.

11. The representations and warranties of the Merged Corporation contained in this Agreement or made in connection with the transactions contemplated hereby are accurate, correct and complete, and do not omit to state a material fact necessary in order to make the statements and information contained herein not misleading.

Section 14. Warranties of the Surviving Corporation

The Surviving Corporation covenants, represents and warrants to the Merged Corporation that as of this date and as of the merger date:

1. The Surviving Corporation is a non-profit corporation duly organized, existing and in good standing under the laws of the State of Rhode Island, has all requisite corporate power and authority to own and lease its properties, to carry on its business as presently conducted, and to carry out the transactions contemplated hereby.

2. The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Surviving Corporation in accordance with Rhode Island law. This Agreement and the transactions contemplated hereby will constitute valid and binding obligations of the Surviving Corporation, enforceable in accordance with their respective terms.

3. The Executive Director of the Surviving Corporation has the authority to execute and deliver this Agreement, subject to final approval by the Surviving Corporation's members entitled to vote thereon.

4. The execution, delivery and performance by the Surviving Corporation of this Agreement does not and will not (a) violate any provision of law or any order of any court or other agency of the federal or any state government or the Articles of Incorporation or Bylaws of the Surviving Corporation; (b) conflict with, result in a breach of, or constitute a default under any indenture, agreement or other instrument; or (c) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any property or assets of the Surviving Corporation.

5. All federal, state, county and other tax returns, reports and declarations of every nature required to be filed by the Surviving Corporation have been filed and such returns are complete and accurate. There are no tax liens on assets of the Surviving Corporation and no basis exists for any such liens.

6. The Surviving Corporation has all licenses, permits, approvals, accreditations or other authorizations as are necessary to own and conduct its business and own, occupy and lease its real property.

7. The Surviving Corporation has no knowledge or reason to know that it is in violation of any law, ordinance, judicial decree, order or regulation arising from the operation of its business. No notice from any governmental body or other person of any violation of any law, ordinance, code, rule or regulation has been received by the Surviving Corporation.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to resolutions adopted by their Boards of Directors, have caused this Agreement and Plan of Merger to be signed in their respective corporate names, by an officer thereunto duly authorized as of the date first written above.

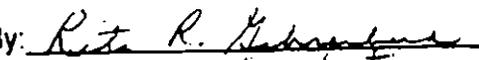
SURVIVING CORPORATION:

NORTHERN RHODE ISLAND
COMMUNITY MENTAL HEALTH
CENTER, INC.

By: 
Its: CEO

MERGED CORPORATION:

CAPITOL HILL INTERACTION
COUNCIL, INC.

By: 
Its: Vice President