

Filing Fee: See Instructions

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

ARTICLES OF MERGER OR CONSOLIDATION INTO
NEW DAY COMMUNITY RESIDENCE 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 [X] 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:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include New Day Community Residence LLC and New Day Community Residence Inc.

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 New Day Community Residence Inc. which is to be governed by the laws of the state of Rhode Island

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: not applicable

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: not applicable

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.

Handwritten signatures and stamps: FILED, DEC 31 2009, By [Signature]

Official stamps: RECEIVED, SECRETARY OF STATE, CORPORATIONS DIV, 2009 DEC 31 AM 9:05

- 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.

New Day Community Residence LLC

 Print Entity Name

By: Jacqueline Patricia _____
 Name of person signing Title of person signing

By: _____
 Name of person signing Title of person signing

New Day Community Residence Inc.

 Print Entity Name

By: Jacqueline Patricia _____
 Name of person signing Title of person signing

By: Jacqueline Patricia _____
 Name of person signing Title of person signing

**NEW DAY COMMUNITY RESIDENCE LLC
NEW DAY COMMUNITY RESIDENCE INC.**

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is made and entered into as of this 30th day of December 2009, by and between New Day Community Residence LLC, a Rhode Island limited liability company ("Non-Survivor") and New Day Community Residence Inc., a Rhode Island non-profit corporation ("New Day").

WHEREAS,

A. Non-Survivor was formed as a limited liability company in the State of Rhode Island on April 27, 2009;

B. New Day was formed as a non-profit corporation in the State of Rhode Island on December 30, 2009;

C. New Day and Non-Survivor desire to merge, and in connection therewith Non-Survivor will cease to exist, and New Day shall survive, and New Day and Non-Survivor are executing and delivering this Plan of Merger pursuant to which the Merger will be consummated; and

E. The members of Non-Survivor have approved the merger and a majority of the directors in office of New Day entitled to vote hereon approved the merger, as contemplated by this Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements and conditions contained herein and intending to be legally bound, the parties hereby agree as follows:

1. Merger

(a) At the Effective Time (as defined below), Non-Survivor shall be merged with and into the New Day (the "Merger"), and New Day shall be the business entity surviving the Merger (the "Surviving Company").

(b) At the Effective Time, Non-Survivor shall cease to exist and thereafter its properties, business, assets and liabilities shall become the properties, business, assets and liabilities of the Surviving Company, and New Day shall continue to exist as a non-profit corporation under the laws of the State of Rhode Island.

(c) The total consideration to be paid in the Merger, in the manner set forth in Section 3(a) of this Plan of Merger, shall be One Dollar (\$1.00) (the "Merger Consideration"), which shall payable to holders of membership interests of Non-Survivor at the Effective Time by bank check.

2. Articles of Organization

The Articles of Organization of New Day at the Effective Time shall be the Articles of Organization of the Surviving Company until amended or otherwise modified in accordance with applicable law.

3. Cancellation of Membership Interest; Member Organization

At the Effective Time, all persons holding membership interest in Non-Survivor shall immediately thereafter become members of New Day, and all membership interest of Non-Survivor issued or held in its treasury shall be cancelled. New Day is a non-profit member organization which does not issue shares or membership interest.

4. By-laws; Tax Identification Number

The bylaws of New Day at the Effective Time shall continue in effect and shall be the bylaws of the Surviving Company until subsequently amended or otherwise modified in accordance with its terms and applicable law. The tax identification number of New Day shall be the tax identification number of the Surviving Company.

5. Manager and Officers

The officers and directors of New Day immediately prior to the Effective Time shall be the officers and directors of the Surviving Company and, subject to the bylaws of the Surviving Company, shall hold office until their respective successors shall have been appointed and qualified.

6. Effective Time

The Merger shall be effective upon the filing of the certificate of merger with the Secretary of State of the State of Rhode Island (the "Effective Time").

7. Representations and Warranties of New Day

New Day represents and warrants to Non-Survivor, its members and its manager as follows:

- a. New Day is a non-profit corporation duly formed under the laws of the State of Rhode Island;
- b. New Day has the corporate power and authority to enter into this Plan of Merger, and to perform its obligations hereunder;
- c. New Day has taken all requisite action to approve the Merger in accordance with applicable law;
- d. New Day has duly executed and delivered this Plan of Merger;

e. This Plan of Merger constitutes the valid and binding obligation of New Day, enforceable against New Day in accordance with its terms; and

f. No provision of New Day's articles of incorporation or bylaws, of any applicable law, or of any material agreement, contract or other instrument to which New Day is a party, or by which its assets or properties are bound, will be breached or violated as the result of New Day entering into or performing its obligations under this Plan of Merger.

8. Representations and Warranties of Non-Survivor

Non-Survivor represents and warrants to New Day, its members and its manager as follows:

a. Non-Survivor is a limited liability company duly formed under the laws of the State of Rhode Island;

b. Non-Survivor has the limited liability company power and authority to enter into this Plan of Merger, and to perform its obligations hereunder;

c. Non-Survivor has taken all requisite action to approve the Merger in accordance with applicable law;

d. Non-Survivor has duly executed and delivered this Plan of Merger;

e. This Plan of Merger constitutes the valid and binding obligation of Non-Survivor, enforceable against Non-Survivor in accordance with its terms; and

f. No provision of Non-Survivor's articles of organization or limited liability agreement, of any applicable law, or of any material agreement, contract or other instrument to which Non-Survivor is a party, or by which its assets or properties are bound, will be breached or violated as the result of Non-Survivor entering into, or performing its obligations under, this Plan of Merger.

9. Further Actions

To carry out this Plan of Merger, any authorized person of Non-Survivor and New Day, respectively, shall be vested with full authority to perform all such further acts and deeds, and to execute any and all agreements, instruments and documents, as are necessary or proper in order to give effect to and to consummate the Merger.

10. No Implied Rights in Third Parties

Other than the parties hereto, their respective successors and permitted assigns, nothing expressed or implied in this Plan of Merger is intended to confer upon any Person, any rights, remedies, obligations or liabilities under or by reason of this Plan of Merger.

11. Governing Law

This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Rhode Island (without giving effect to conflicts of law principles) as to all matters, including validity, construction, effect, performance and remedies.

Signature Page Follows

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly executed and delivered as of the date first above written.

New Day Community Residence LLC

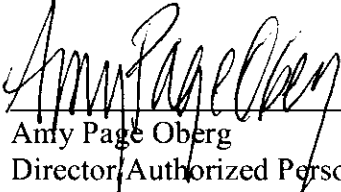
New Day Community Residence Inc.

By: *Jacqueline Patino*
Name: _____
Title: *Manager*

By: *Jacqueline Patino*
Name: _____
Title: *President*

New Day Community Residence Inc.
a Rhode Island non-profit corporation

There being no members of New Day Community Residence Inc., the Articles of Merger or Consolidation dated the date hereof were adopted by the board of directors of New Day Community Residence Inc, as of the date hereof by a consent in writing signed by all directors entitled to vote with respect thereto.



Amy Page Oberg
Director/Authorized Person
December 23, 2009



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State

