

Filing Fee: See Instructions

ID Number: 82114



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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ARTICLES OF MERGER OR CONSOLIDATION INTO

B. M. II Limited Partnership

(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. Row 1: B. M. II Limited Partnership, 82114, Domestic Limited Partnership, Rhode Island. Row 2: B. M. III Limited Partnership, 120943, Domestic Limited Partnership, Rhode Island.

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 B. M. II Limited Partnership 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: Briarwood Meadows Limited Partnership

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 [Signature] 3APD7

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.

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:

940 Quaker Lane, Warwick, RI 02818

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.

B. M. II Limited Partnership

Print Entity Name

By: Paul T. Driscoll President of General Partner B.M. II Corporation

Name of person signing - Paul T. Driscoll

Title of person signing

By: _____
Name of person signing Title of person signing

B. M. III Limited Partnership

Print Entity Name

By: Paul T. Driscoll President of General Partner B.M. III Corporation

Name of person signing - Paul T. Driscoll

Title of person signing

By: _____
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), is made and entered into as of the 11th day of October, 2018, by and between B. M. II Limited Partnership, a Rhode Island limited partnership (hereinafter the "Surviving Limited Partnership") and B. M. III Limited Partnership, a Rhode Island limited partnership (hereinafter the "Merged Limited Partnership"). The Surviving Limited Partnership and the Merged Limited Partnership are hereinafter referred to as (the "Constituent Limited Partnerships").

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

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

WHEREAS, all of the general partners and all of the limited partners of each of the Constituent Limited Partnerships deem it advisable that these limited partnerships merge and have duly approved and authorized the form of this Agreement; and

WHEREAS, the laws of the State of Rhode Island permit such a merger, and the Constituent Limited Partnerships 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 contained herein, it is hereby agreed that the Merged Limited Partnership shall be and it hereby is merged into the Surviving Limited Partnership (the "Merger"), which shall be the surviving limited partnership, 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 Limited Partnership. The legal existence of the Surviving Limited Partnership shall continue under the amended name of Briarwood Meadows Limited Partnership.

Section 2. Office of Surviving Limited Partnership. The principal office of the Surviving Limited Partnership shall be located at 940 Quaker Lane, Warwick, RI 02818.

Section 3. Purposes of Surviving Limited Partnership. The purposes of the Surviving Limited Partnership, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the purposes of the Surviving Limited Partnership.

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Section 4. Certificate of Limited Partnership of Surviving Limited Partnership. The Certificate of Limited Partnership of the Surviving Limited Partnership shall remain in effect.

Section 5. Partnership Agreement of the Surviving Limited Partnership. The Agreement of Limited Partnership, as amended, of the Surviving Limited Partnership, as it shall exist upon the Effective Date of the merger, shall be and remain and continue to be the Agreement of Limited Partnership, as amended, of the Surviving Limited Partnership until it shall be altered, amended or repealed as therein provided.

Section 6. General Partners and Limited Partners. The general partners and limited partners of the Surviving Limited Partnership on the Effective Date of the Merger shall be and remain and continue to be general partners and limited partners of the Surviving Limited Partnership, as more particularly described on the attached Exhibit A.

Section 7. Effective Date of Merger.

(a) For purposes of the laws of the State of Rhode Island, this Agreement and the Merger herein provided for shall become effective as soon as (i) this Agreement shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and the Articles of Merger (the "Articles") indicating its adoption and approval shall have been executed in accordance with such laws; and (ii) this Agreement and such Articles shall have been filed in the office of the Secretary of State of Rhode Island.

(b) The identity, legal existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Limited Partnership shall continue unaffected and unimpaired by the Merger hereby provided for, and the identity, legal existence, purposes, powers, objects, franchises, rights and immunities of the Merged Limited Partnership shall be continued and merged into the Surviving Limited Partnership and the Surviving Limited Partnership shall be fully vested therewith.

(c) The Merger shall be effective on the 15th day of October, 2018 (the "Effective Date").

(d) Notwithstanding the foregoing provisions of this Section 7, the Merger provided for herein shall be deemed effective for accounting purposes as of the close of business as of the Effective Date.

Section 8. Manner and Basis of Converting Partnership Interest. Immediately upon the Effective Date of the Merger, the partnership interest of the Merged Limited Partnership shall be converted as follows:

(a) At the Effective Date, each 1% Limited Partner Interest ("Merging LP Interest") of the Merged Limited Partnership will be exchanged for and converted into .05822% of Limited Partner Interest ("Surviving LP Interest") in the Surviving Limited Partnership. At the Effective Date of the Agreement, the total Limited Partner Interest of the Surviving Limited Partnership will be distributed as more particularly described on the attached Exhibit A.

(b) At the Effective Date, each 1% General Partner Interest ("Merging GP Interest") of the Merged Limited Partnership will be exchanged for and converted into .05822% of General Partner Interest ("Surviving GP Interest") in the Surviving Limited Partnership. At the Effective Date of the Agreement, the total General Partner Interest of the Surviving Limited Partnership will be distributed as more particularly described on the attached Exhibit A.

Section 9. Effect of Merger. Upon this merger becoming effective:

(a) The Surviving Limited Partnership shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Constituent Limited Partnerships, except as otherwise herein provided, and except as otherwise provided by law.

(b) The Surviving Limited Partnership shall be vested with all property, real, personal or mixed, and all debts due to the Constituent Limited Partnerships on whatever account as well as all other choses in action belonging to the Constituent Limited Partnerships.

(c) All property, rights, privileges, powers and franchises of the Constituent Limited Partnerships shall be thereafter as effectually the property of the Surviving Limited Partnership, as they were of the Constituent Limited Partnerships, but all rights of creditors and all liens upon any property of either of the Constituent Limited Partnerships shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date of the merger; and all debts, liabilities, obligations and duties of the Merged Limited Partnership shall thenceforth attach to, and are hereby assumed by, the Surviving Limited Partnership 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.

(d) The Constituent Limited Partnerships intend that for federal income tax purposes, each holder of a Merging LP Interest will be treated by the Merger as exchanging such property for a partnership interest in the Surviving Limited Partnership, within the meaning of Section 721 of the Internal Revenue Code.

(e) The Merging LP Interest of the General Partner of the Surviving Limited Partnership in the Merged Limited Partnership, shall be terminated and canceled immediately upon the Effective Date of the Merger.

Section 10. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Limited Partnership or by its successors or assigns, each of the Constituent Limited Partnerships shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall make, or cause to be taken, all such other and further actions as the Surviving Limited Partnership may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Limited Partnership title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 9 hereof and otherwise to carry out the intent and purposes of this Agreement. For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 11. Expenses of Merger. The Surviving Limited Partnership shall pay all expenses of causing this merger to become effective.

Section 12. Abandonment of Merger. This Agreement shall be submitted to the general partners and limited partners of the Constituent Limited Partnerships as provided by the applicable laws of the State of Rhode Island at meetings which shall be held at such dates as the partners of the Constituent Limited Partnerships shall mutually approve; and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the partnership interest of the Constituent Limited Partnerships, shall be deemed and taken to be the Agreement and act of merger of the Constituent Limited Partnerships; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective without further action or approval by the partners or any one of the Constituent Limited Partnerships:

(a) By mutual consent of the general partners and limited partners of the Constituent Limited Partnerships; or

(b) By the general partners and limited partners of any one of the Constituent Limited Partnerships in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the general partners and limited partners of any one of the Constituent Limited Partnerships if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Limited Partnerships or the Surviving Limited Partnership or any of their respective assets, or the Merger, which, in

the judgment of such general partners and limited partners, renders it inadvisable to proceed with the Merger.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed in their respective names by the general partner thereunto duly authorized as of the date first above written.


WITNESS:



SURVIVING LIMITED PARTNERSHIP:

B. M. II LIMITED PARTNERSHIP,
a Rhode Island Limited Partnership

By its Sole General Partner
B. M. II CORPORATION,
a Rhode Island Corporation

By: 
Name: Paul T. Driscoll
Title: President

MERGED LIMITED PARTNERSHIP

B. M. III LIMITED PARTNERSHIP,
a Rhode Island Limited Partnership

By its Sole General Partner
B. M. III CORPORATION,
a Rhode Island Corporation


By: 
Name: Paul T. Driscoll
Title: President

Exhibit A

General and Limited Partners

Name of General or Limited Partner	Partnership Type	Ownership Interest
B. M. II Corporation	General Partner	6.0679%
Ann Driscoll 1992 Irrevocable Trust II	Limited Partner	5.1536%
Ann Driscoll 1994 Irrevocable Trust III	Limited Partner	5.4097%
Francis Driscoll 1992 Irrevocable Trust II	Limited Partner	10.1900%
Francis Driscoll 1994 Irrevocable Trust III	Limited Partner	10.5015%
Joan Driscoll 1992 Irrevocable Trust II	Limited Partner	6.7242%
Joan Driscoll 1994 Irrevocable Trust III	Limited Partner	7.0357%
Mary Gross 1992 Irrevocable Trust II	Limited Partner	5.1536%
Mary Gross 1994 Irrevocable Trust III	Limited Partner	5.4097%
Noreen Graul 1992 Irrevocable Trust I	Limited Partner	8.6755%
Noreen Graul 1994 Irrevocable Trust II	Limited Partner	8.9870%
Paul Driscoll 1992 Irrevocable Trust I	Limited Partner	10.1900%
Paul Driscoll 1994 Irrevocable Trust II	Limited Partner	10.5015%



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, 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:

October 15, 2018 11:10 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State

