



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Office of the Secretary of State  
Corporations Division  
100 North Main Street  
Providence, Rhode Island 02903-1335

**ARTICLES OF MERGER OR CONSOLIDATION INTO  
(To Be Filed In Duplicate Original)**

B. M. II Limited Partnership

(Insert full name of surviving or new entity on this line)

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SECRETARY OF STATE  
CORPORATIONS DIVISION  
DEC 11 4 23 PM '98

**SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES**

Pursuant to the applicable provisions of the Rhode Island General Laws, 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 states under which each is organized are:

<u>Name of entity</u>	<u>Type of entity</u>	<u>State under which entity is organized</u>
B. M. II Limited Partnership	limited partnership	Rhode Island
Briarwood Meadows Limited Partnership	limited partnership	Delaware

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:  
Not applicable

f If the surviving or new entity is to be governed by the laws of a state other than 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 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, it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit or proceeding, and 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 The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is Upon filing (if upon filing, so state).

**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 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.**

a If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1 1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if there are

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of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class

<u>Name of Business Corporation</u>	<u>Total Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>

b If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

<u>Name of Business Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>

c If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

d Complete the following subparagraphs i,ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation

i ) The name of the subsidiary corporation is \_\_\_\_\_

ii ) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

<u>Number of Shares Outstanding of the Subsidiary Corporation</u>	<u>Designation of Class</u>	<u>Number of Shares of Subsidiary Corporation Owned by Surviving Corporation</u>	<u>Designation of Class</u>
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iii ) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on \_\_\_\_\_

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**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, Rhode Island 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

B. M. II Limited Partnership

Entity Name

By B. M. II Corporation, Sole General Partner

Title of person signing

By J. Frank Driscoll (Signature)

President

Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence on this 2nd day of December, 1998, before me personally appeared J. Frank Driscoll, who being duly sworn declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true.

(Signature)
Notary Public
My Commission Expires: July 3, 2001

Briarwood Meadows Limited Partnership

Entity Name

By Briarwood Meadows Corp., Sole General Partner

Title of person signing

By J. Frank Driscoll (Signature)

President

Title of person signing

STATE OF Rhode Island
COUNTY OF Providence

In Providence on this 2nd day of December, 1998, before me personally appeared J. Frank Driscoll, who being duly sworn declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements therein contained are true.

(Signature)
Notary Public
My Commission Expires: July 3, 2001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), is made and entered into as of the 1st day of November, 1998, by and between B. M. II Limited Partnership, a Rhode Island limited partnership (hereinafter "Surviving Limited Partnership") and Briarwood Meadows Limited Partnership, a Delaware limited partnership (hereinafter "Briarwood"). The Surviving Limited Partnership and Briarwood are hereinafter referred to as the "Constituent Limited Partnerships".

W I T N E S S E T H:

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

WHEREAS, Briarwood is a limited partnership duly organized and existing under the laws of the State of Delaware; 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 agreed that Briarwood shall be and it hereby is merged into the Surviving

Limited Partnership, 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 name of B. M. II 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, Rhode Island 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.

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 Surviving Limited Partnership. The Partnership Agreement 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 Partnership Agreement 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.

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 indicating its adopting and approval shall have been executed in accordance with such laws; and (ii) this Agreement and such Articles of Merger 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 Briarwood shall be continued in and merged into the Surviving Limited Partnership and the Surviving Limited Partnership shall be fully vested therewith.

(c) The date upon which this Agreement has been filed in the offices mentioned above and upon which the Constituent Limited Partnerships shall so become a single limited partnership is the effective date of the merger.

(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 day of filing the Articles of Merger with the office of the Secretary of State of Rhode Island.

Section 8. Manner and Basis of Converting Partnership Interest. Immediately upon the effective date of the merger, the partnership interest of Briarwood shall cease to exist and shall be deemed cancelled, retired and eliminated; and the partnership interest of the Surviving Limited Partnership then in existence shall continue to be in existence, and the holders thereof shall retain their present rights therein. No cash or interest or other securities or obligations will be distributed, or issued upon conversion or cancellation of the partnership interest of Briarwood.

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; and

(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 Briarwood 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.

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 of any one of the Constituent Limited Partnerships:

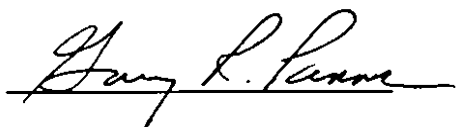
(a) By mutual consent of the general partners and limited partners of the Constituent Limited Partnerships; or

(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 or 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.

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

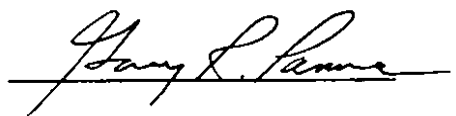
By its Sole General Partner  
B. M. II Corporation

By:   
J. Frank Driscoll  
President

BRIARWOOD:

Briarwood Meadows Limited  
Partnership

By its Sole General Partner  
Briarwood Meadows Corp.



By:   
J. Frank Driscoll  
President