

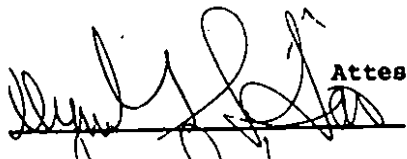

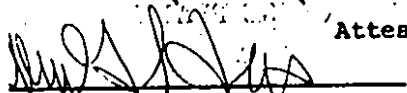


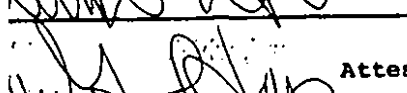

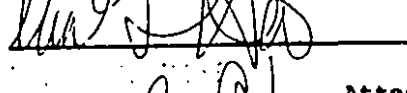
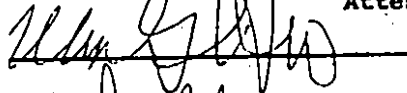
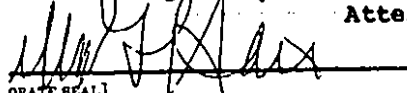
State of Rhode Island and Providence Plantations

February 28, 19 79

I, the undersigned Officers of

~~NORTHERN LINCOLN VOLUNTEER AMBULANCE CORPS,~~
a corporation duly incorporated under the laws of the State of Rhode Island,
DO HEREBY CERTIFY, that at a legal meeting of said corporation, duly called for the purpose,
held in the Village of Manville of the Town of Lincoln
State, on the 1st day of March, A. D. 19 79,
a following amendment(s) to the Articles of Association was (or were) duly adopted by
a unanimous affirmative vote of all of its members viz:—

That the Northern Lincoln Volunteer Ambulance Corps. agree
to merge with the Manville Fire District. The merger would con-
sist of the Fire District assuming all assets and liabilities of
the ambulance corps. and that the ambulance corporation would be
dissolved in accordance with the Purchase and Merger Agreement at-
tached hereto.

	Attest: <u>Marcel Comire, President</u> 50 Oak Street, Manville, RI
	Attest: <u>Walter Comire, Vice President</u> 40 Cottage Street, Manville, RI
	Attest: <u>Florence S. Turgeon, Secretary</u> 94 Prospect Street, Manville, RI
	Attest: <u>Edgar Dupont, Treasurer</u> 26 Manville Avenue, Manville, RI
	Attest: <u>Board Member, Jeff Brunelle</u> 40 Reservoir Avenue, Manville, RI
	Attest: <u>Board Member, Raymond Pierson</u> Railroad Street, Manville, RI
	Attest: <u>Board Member, Fernand Durocher</u> 117 Central Street, Manville, RI
	Attest: <u>Board Member, Rene Fortier</u> 20 Central Street, Manville, RI
	Attest: <u>Board Member, George Roy</u> 98 Old Main Street, Manville, RI
	Attest: <u>Board Member, Raymond Picotte</u>

✓ NON-BUSINESS 26

DUPLICATE

CERTIFICATE OF AMENDMENT OF ARTICLES OF ASSOCIATION OF

NORTHERN LINCOLN VOLUNTEER AMBULANCE CORPS.

Duly Incorporated Under the Laws of the State of Rhode Island.

ORIGINAL FILED IN THE OFFICE OF THE SECRETARY OF STATE

MAR 16 1979

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS. OFFICE OF THE SECRETARY OF STATE.

PROVIDENCE, 19

I HEREBY CERTIFY the foregoing to be the duplicate of Amendment (s) of the Articles of Association of ... duly incorporated under the laws of the State of Rhode Island, which together with the original was filed in this office on the ... day of ... A. D. 19

WITNESS my hand and the seal of the State of Rhode Island, this ... day of ... in the year ...

Secretary of State.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ATTORNEY GENERAL
56 Pine Street
Providence, R. I. 02903
Dennis J. Roberts II, Attorney General

CERTIFICATE OF APPROVAL

March 6, 1979

The Department of Attorney General, Division of Charitable Trusts, hereby issues this certificate of Approval for the merger of the Northern Lincoln Volunteer Corps and the Manville Fire District, pursuant to Rhode Island General Laws 7-6-18 concerning the merger of non-business corporations. This approval is based on the Purchase and Merger Agreement between the above nonbusiness corporations executed on February 28, 1979.



Marjorie Tarmey
MARJORIE TARMEY
Administrator of Charitable Trusts

Joshua Teverow
JOSHUA TEVEROW
Special Assistant Attorney General

PURCHASE & MERGER AGREEMENT

1.1 This Agreement is made and executed at Manville, Rhode Island, this 28th day of February, 1979 by NORTHERN LINCOLN VOLUNTEER AMBULANCE CORPS, a Rhode Island corporation having its principal office at 7 Manville Avenue, Manville, Rhode Island (hereinafter referred to as the "Seller") and THE MANVILLE FIRE DISTRICT, a Rhode Island corporation with its principal place of business in the Village of Manville, Town of Lincoln, State of Rhode Island (hereinafter referred to as "Buyer").

2.1 The Buyer wishes to buy certain assets of the Seller and the seller wishes to sell said certain assets on the terms and conditions set forth in this Agreement.

3.1 The Seller covenants and agrees to sell, assign, transfer and convey to the Buyer and the Buyer covenants and agrees to buy from the Seller, for the consideration hereinafter stated, said Seller's assets described or referred to in Section 4.1 hereof.

4.1 The assets and properties to be sold and purchased hereunder consist of:

(A) Property to be transferred at the Closing:

(i) Personal property

(a) The items listed in Schedule A attached hereto and made a part hereof and all supplies and supporting equipment used in connection therewith.

(ii) All accounts receivable of Northern Lincoln Volunteer Ambulance Corps. and all its cash on hand which are listed on Schedule A

(iii) Real Estate

The land, building and improvements more particularly described in Schedule B attached hereto and made a part hereof.

(iv) The Ambulance license of the Northern Lincoln Volunteer Ambulance Corps. if transferable.

5.1 The Buyer and the Seller agree that should a claim be made on the Buyers, liability for which claim has been retained by any Corporate Seller, the Buyer shall give immediate and full notice thereof in writing to such Seller against which such liability is asserted.

6.1 In consideration of the assets sold hereunder, Buyer shall pay all the outstanding liabilities incurred by the Seller in the operation of its ambulance and rescue service up to February 26, 1979 which are listed in Schedule C which is attached hereto and made a part hereof.

7.1 (A) The Closing, unless an earlier date shall be mutually agreed upon, shall be held on March 15, 1979, at 10:00 o'clock a.m., at the offices of Buyer's attorney, William G. Savastano, 191 Social Street, Marquette Plaza, Woonsocket, RI.

(B) At the Closing, Seller shall deliver to the Buyer such deeds, bills of sale, endorsements, assignments and other good and sufficient instruments of transfer and conveyance, with appropriate documentary stamps affixed and in form reasonably satisfactory to Buyer's counsel, as shall be effective to vest in Buyer good and marketable or merchantable title and clear of record to the properties and assets to be conveyed pursuant to Section 4.1 (A), free and clear of all liens, charges or

encumbrances of any kind or description, excepting a certain installment loan to Marquette Credit Union secured by a Security Agreement covering one 1976 Chevrolet Cab Model CC31403CC, Ser. #CCS336B150567. Simultaneously with such delivery, Seller will take all such steps as may be necessary to put Buyer in actual possession or control of such properties and assets.

(C) At the Closing, Buyer shall then be responsible to Seller for payment of those liabilities incurred by the Seller listed in Schedule C and agrees to pay each liability in accordance with the tenor or terms contained in the instrument which reflects the obligation of the Seller.

(i) All real estate, water and sewerage, taxes and assessments and all utilities bills shall be equitably prorated with the Seller paying for that portion of said assessment, tax, or bill attributable to activities prior up to the Closing Date and the Buyer assuming the balance.

8.1 From time to time at the Buyer's request and expense, at and after the Closing and without further consideration, the Seller will cause to be executed and delivered all such further documents and instruments as may be required by the Buyer for the more effective transferring and selling of the assets intended to be sold hereunder.

9.1 The Seller represents and covenants to and with Buyer that:

(A) It is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation;

is in good standing in each jurisdiction in which it is qualified to do business and has not been required to qualify in any other jurisdiction.

(B) The execution and delivery of this Agreement have been duly authorized by its Board of Directors and Stockholders.

(C) Neither the execution, delivery nor performance of this Agreement will result in the breach of any term or provision of its certificate of incorporation or by-laws or any indenture, mortgage, deed or trust or other agreement to which it is a party or by which it is bound.

(D) It has good and marketable title to the real property to be conveyed by it hereunder free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever.

(E) It has good title to the personal and intangible property to be conveyed hereunder.

(F) It has filed all tax returns required to be filed and has paid all taxes required to be paid in respect of the period covered by such returns.

(G) No statement of fact by the Seller contained in this Agreement and no written statement of fact furnished by the Seller to Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

10.1 The Seller agrees that pending the Closing with respect to assets to be transferred at that time:

(A) It will operate its business only in the ordinary and usual course.

(B) It will keep or maintain all of the assets to be transferred by it under this Agreement in good condition, repair and working order.

(C) It will take such action as may be necessary to maintain, preserve and keep in full force and effect its corporate existence and franchise.

(D) It will continue all insurance now in force with respect to its property [including public liability and member injury insurance] to be transferred hereunder and, in the event of any loss, damage or destruction of or to any of such property, apply the proceeds of such insurance to the repair or replacement of such property.

(E) It will give Buyer and its authorized representatives full access during normal business hours to the assets to be conveyed pursuant to this Agreement and to all books and records, contracts and documents pertaining thereto.

11.1 The Buyer waives the Seller's compliance with the provisions of the Bulk Sales Law of any jurisdiction.

12.1 The obligation of the Buyer to purchase and to assume the liabilities of the Seller is subject to the satisfaction, or the waiver thereof by Buyer, on or prior to the Closing Date of the following conditions:

(A) The Seller shall have delivered to Buyer (i) certified copies of resolutions duly adopted by its Board of Directors and its Stockholders authorizing the execution, delivery and performance of this Agreement and (ii) all other documents, certificates and other instruments required to be delivered by it pursuant to the terms of this Agreement.

(B) The Seller has no knowledge of any pending or threatened litigation or other proceedings before any court, administrative agency or arbitrator in which the validity of this Agreement or the consummation of the transactions contemplated by this Agreement is or might be questioned.

(C) The Seller has good and marketable title to all of the assets to be transferred and conveyed pursuant to this Agreement; and the instruments executed and delivered to Buyer at the Closing conveying or transferring title to such assets have been duly executed and delivered and are effective to vest good title thereto in Buyer, free and clear of liens, mortgages, encumbrances or charges of any kind, except as noted herein.

(D) The representations and warranties of the Seller contained in this Agreement or otherwise made in writing in connection with the transactions contemplated by this Agreement shall be true in all material respects on and as of the Closing Date with the same effect (except as to transactions contemplated herein and to changes occurring in the ordinary course of business after the date hereof) as though such representations and warranties had been made on and as of such date, each and all of the agreements and conditions to be performed or observed by the Seller on or before the Closing Date pursuant to the terms hereof shall have been duly performed or observed, and there shall be delivered to Buyer at the Closing a certificate to that effect dated the Closing Date and executed by the President or any Vice President and the Treasurer of the Seller.

(E) Each and all of the agreements and conditions to be performed by the Seller on or before the Closing Date pursuant to the terms hereof shall have been duly performed.

(F) No action, proceeding or investigation shall have been instituted or be threatened to restrain or prohibit the acquisition by Buyer or the transfer by any Seller of the assets to be transferred in accordance with the terms of this Agreement, or to force divestiture thereafter.

13.1 This instrument sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter hereof, and is intended to supersede any and all prior negotiations, understandings and agreements of the parties hereto. No provision of this Agreement may be waived, changed, terminated, modified or discharged orally or otherwise, except by a writing signed by or on behalf of the party to be charged with any such waiver, change, termination, modification or discharge.

14.1 The representations and warranties contained herein or made in any writing delivered pursuant hereto shall survive the Closing.

15.1 All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid.

(A) If to Buyer: THE MANVILLE FIRE DISTRICT
112 Old Main Street
Manville, Rhode Island

(B) If to the Seller: NORTHERN LINCOLN VOLUNTEER
AMBULANCE CORPS.
P.O. Box 83
Manville, Rhode Island

16.1 This Agreement may be amended or modified, or terminated by mutual consent, only by written instrument executed by the parties hereto, acting in the case of corporations by their respective officers thereunto duly authorized.

16.2 This Agreement is entered into by the Sellers pursuant to a Plan of Liquidation adopted on March 15, 1979 and Title 7, Chapter 6, Section 18, Rhode Island General Laws.

17.1 This Agreement may be terminated at any time prior to the Closing of the transactions contemplated herein.

(A) By mutual consent of the Board of Directors of the Buyer and the Seller, jointly.

(B) By the Board of Directors of the Buyer, jointly, or the Board of Directors of the Seller, jointly, if:

(i) any representation or warranty made herein by the other party, or any financial statement, certificate, document or information (written or oral) furnished by the other party pursuant hereto in connection with the transactions contemplated herein is untrue in any material respect or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading, all as of the date hereof or, except as may be contemplated herein, as of any subsequent date as it made or furnished at and as of such subsequent date, or the other party shall have failed to perform any of the obligations undertaken by it herein; or

(ii) there shall exist any material litigation, pending or threatened, pertaining to the purchase contemplated by this Agreement.

(C) By any party if the conditions precedent to either Closing by that party have not been performed or waived on the applicable Closing Date.

(D) By any party if the Closing contemplated by this Agreement shall not have taken place prior to March 15, 1979. In the event of termination by any party as provided above, written notice thereof shall forthwith be given to the other parties, and no party shall have any liability to any other party for costs, expenses, loss of anticipated profits or otherwise.

18.1 This Agreement may be executed simultaneously in three or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument and any such counterpart shall constitute evidence of the agreement herein set forth.

19.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

[Handwritten signatures of witnesses]

BUYER: THE MANVILLE FIRE DISTRICT

BY: *[Signature]*
FIRE WARDEN
BY: *[Signature]*
FIRE WARDEN
BY: *[Signature]*
FIRE WARDEN
BY: *[Signature]*
FIRE WARDEN
BY: *[Signature]*
FIRE WARDEN

ATTEST:

[Handwritten signatures on a vertical line]

SELLER: NORTHERN LINCOLN VOLUNTEER
AMBULANCE CORPS.

BY: *Marcel Comire Pres*
President - Marcel Comire

BY: *Walter Comire Jr.*
Vice-Prés. - Walter Comire

BY: *Florence B. Turgeon, Sec.*
Secretary - Florence Turgeon

BY: *Edgar Dupont*
Treasurer - Edgar Dupont

BY: *Jeff Brunelle*
Board Member - Jeff Brunelle

BY: *Raymond Pierson*
Board Member - Ray Pierson

BY: *Fernand A. Durocher*
Board Member - Fernand Durocher

BY: *Rene Fortier*
Board Member - Rene Fortier

BY: *George Roy*
Board Member - George Roy

BY: *Raymond Picotte*
Board Member - Raymond Picotte

SCHEDULE A

All the personal property located at Northern Lincoln Volunteer Ambulance Corp. including but not limited to:

1. 1976 Chevrolet-Cab Model CC314003CC Serial #CCS336B150567
2. All funds presently on deposit in the savings, checking and share account in the name of Northern Lincoln Volunteer Ambulance Corp. at Marquette Credit Union:

Marquette Credit Union #200734 (as of 2-20-79)	Approximate Balance	\$ 5,984.07
Marquette Credit Union #200734	Approximate Balance	6.00
Marquette Credit Union #03001948	Approximate Balance	740.51

3. All books and records of the Northern Lincoln Volunteer Ambulance Corp.
4. All equipment and supplies and radio equipment.

EXCEPTING THE FOLLOWING:

- (1) One 19" RCA Color Television (belonging to Edward Yazbak)
- (2) Set of Chains for Rescue Truck (belonging to Marcel Cormier)
- (3) One Fire Extinguisher (Yellow) inside Rescue Truck (belonging to Edgar Dupont)

SCHEDULE B

A certain lot or parcel of land situated on the northerly side of Manville Avenue, between Albion Road and Ash Street, in the Village of Manville, Town of Lincoln, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of said Manville Avenue, said point of beginning being three hundred (300) feet easterly from the corner formed by the intersection of said northerly line of Manville Avenue with the easterly line of said Ash Street, said point of beginning being also the southwesterly corner of the lot hereby described; thence N. 1° 18' W., one hundred (100) feet for a corner, thence N. 88° 42' E., one hundred (100) feet for a corner; thence S. 1° 18' E., one hundred (100) feet to the said northerly line of Manville Avenue; thence S. 88° 42' W., one hundred (100) feet to the point of beginning; the last three (3) described lines being with land now or formerly of Manville-Jenckes Corporation. Said premises contain ten thousand (10,000) square feet and are lots numbered 134 and 135 on a plan entitled "Plan of Washington Park House Lots owned by the Manville Co., in the Town of Lincoln, R. I. April 1901, Charles F. Parker, C. E."

Meaning and intending hereby to describe and convey, and hereby conveying, the same premises conveyed to this grantor by deed of Rolland J. Roy et ux, which deed is dated June 7, 1961, and is recorded in the Town of Lincoln Registry of Deeds, in Book 83, at Page 403.

SCHEDULE C

LIST OF LIABILITIES

1. Marquette Credit Union loan secured by Security Agreement on one 1976 Chevrolet-Cab Model CC31403CC, Serial No. CCS336B150567.
2. Unpaid gasoline bills owed by Northern Lincoln Volunteer Ambulance Corp. to Town of Lincoln, Department of Public Works for the period of May 1, 1978, to February 24, 1979.

PURCHASE & MERGER AGREEMENT

SOUKY AND THERIAULT, INC.
ATTORNEYS AT LAW
MARQUETTE PLAZA
101 SOCIAL STREET
WOONSOCKET, R. I. 02896