

Filing Fee: See Instructions

ID Number: 000086952



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

ARTICLES OF MERGER OR CONSOLIDATION INTO

Gemma Realty, LLC

(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: See Exhibit A

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 Gemma Realty, LLC 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:

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:

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

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.

4:10

FILED

AUG 03 2017

BY [Signature] 309688

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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:  
\_\_\_\_\_

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.

See Exhibit B

\_\_\_\_\_  
Print Entity Name

By: \_\_\_\_\_  
Name of person signing Title of person signing

By: \_\_\_\_\_  
Name of person signing Title of person signing

\_\_\_\_\_  
Print Entity Name

By: \_\_\_\_\_  
Name of person signing Title of person signing

By: \_\_\_\_\_  
Name of person signing Title of person signing

**EXHIBIT A**

**Section I:**

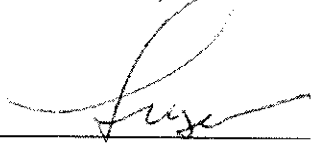
a: The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

	<b>Name of entity</b>	<b>Type of entity</b>	<b>State under which entity is organized</b>
818616	1. Cobblestone Realty, LLC	LLC	RI
790480	2. 242 Waterman Avenue Associates, LLC	LLC	RI
1674570	3. Maple Realty A LLC	LLC	RI
123527	4. Spruce Realty, LLC	LLC	RI
550710	5. Vel Lenders, LLC	LLC	RI
96993	6. Gem Park Place, LLC	LLC	RI
1674569	7. Birch Realty A LLC	LLC	RI
1674575	8. Gem Investments A LLC	LLC	RI
86952	9. Gemma Realty, LLC	LLC	RI

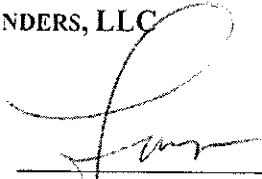
**EXHIBIT B**

**Section V:** 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.

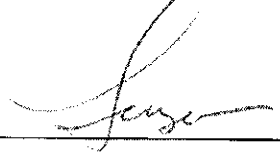
**COBBLESTONE REALTY, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member


**VEL LENDERS, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

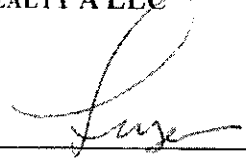
**242 WATERMAN AVENUE ASSOCIATES, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

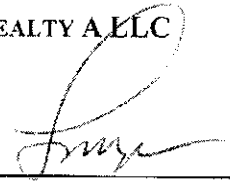
**GEM PARK PLACE, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

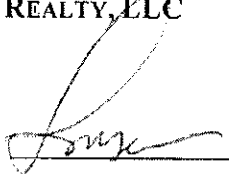
**MAPLE REALTY A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

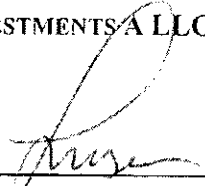
**BIRCH REALTY A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

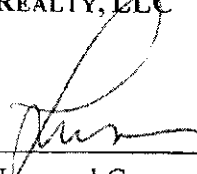
**SPRUCE REALTY, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

**GEM INVESTMENTS A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

**GEMMA REALTY, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this “**Agreement**”), dated August 3, 2017, is by and among **Cobblestone Realty, LLC**, a Rhode Island limited liability company (“**Cobblestone Realty**”), **242 Waterman Avenue Associates, LLC**, a Rhode Island limited liability company (“**Waterman Avenue Associates**”), **Maple Realty A LLC**, a Rhode Island limited liability company (“**Maple Realty**”), **Spruce Realty, LLC**, a Rhode Island limited liability company (“**Spruce Realty**”), **Vel Lenders, LLC**, a Rhode Island limited liability company (“**Vel Lenders**”), **Gem Park Place, LLC**, a Rhode Island limited liability company (“**Gem Park Place**”), **Birch Realty A LLC**, a Rhode Island limited liability company (“**Birch Realty**”), **Gem Investments A LLC**, a Rhode Island limited liability company (“**Gem Investments**”, together with Cobblestone Realty, Waterman Avenue Associates, Maple Realty, Spruce Realty, Vel Lenders, Gem Park Place and Birch Realty, the “**Merging Companies**”), and **Gemma Realty, LLC**, a Rhode Island limited liability company (“**Gemma Realty**”, and together with the Merging Companies, the “**Companies**”).

**WHEREAS**, each of the Companies is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

**WHEREAS**, the Members of each of the Companies have determined that it is advisable and in the best interests of each of such companies that the Merging Companies merge with and into Gemma Realty, upon the terms and subject to the conditions of this Agreement; and

**WHEREAS**, the Members of each of the Companies have, by unanimous written consent, duly adopted, ratified and approved this Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, the Companies hereby agree as follows:

1. **Merger.** The merging Companies will be merged with and into Gemma Realty (the “**Merger**”), and Gemma Realty shall be the surviving limited liability company (hereinafter, the “**Surviving Company**”). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law (the “**Effective Time**”). The merger is intended to be a tax-free event.

2. **Governing Documents.** The Articles of Organization of Gemma Realty in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Operating Agreement of Gemma Realty in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time:

a. the separate company existence of the Merging Companies shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchises of a public and

private nature and be subject to all the restrictions, liabilities and duties of the Merging Companies;

b. all and singular rights, privileges, powers and franchises of the Merging Companies and all property, real, personal and mixed, and all debts due to the Merging Companies on whatever account, as well as for share and note subscriptions and all other things in action or belonging to the Merging Companies shall be vested in the Surviving Company;

c. all property, rights, privileges, powers and franchises, and all and every other interest of the Merging Companies shall be thereafter as effectually the property of the Surviving Company as they were of the Merging Companies, and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or of any of the other states of the United States, in the Merging Companies shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the Merging Companies shall be preserved unimpaired;

d. all debts, liabilities and duties of the Merging Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

e. all company acts, plans, policies, agreements, arrangements, approvals and authorizations of the Merging Companies, its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to the Merging Companies;

f. the Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains in such jurisdiction for any prior obligation of the Merging Companies;

g. the registered agent of Gemma Realty immediately prior to the Effective Time shall be the registered agent of the Surviving Company without change until thereafter amended in accordance with the provisions of applicable laws;

h. the Employer Identification Number of Gemma Realty immediately prior to the Effective Time shall be the Employer Identification Number of the Surviving Company without change; and

i. the officers and managers of Gemma Realty immediately prior to the Effective Time, if any, shall be the officers and managers of the Surviving Company without change; and

j. the employees and agents of the Merging Companies, if any, shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the Merging Companies.

**4. No Conversion of Equity Interests.** As of the date hereof, each Member of the Companies holds a one third equity interest in each of the Companies. Accordingly, at the

Effective Time, by virtue of the Merger and without any action on the part of the Members, each Member will continue to own a one-third equity interest in the Surviving Company.

**5. Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Merging Companies such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Companies and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of the Merging Companies to take any and all such action and to execute and deliver any and all deeds and other instruments.

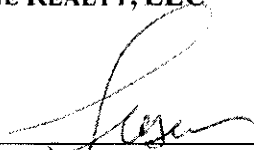
**6. Amendment; Abandonment.** Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein. At any time prior to the Effective Time, this Agreement may be terminated and the merger contemplated herein may be abandoned by the Members of any party hereto, notwithstanding approval of this Agreement by the Members of all of the parties hereto, if circumstances arise which, in the opinion of such Members make the merger inadvisable.

**7. Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

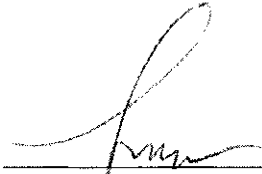
**Signatures appear on the following pages**

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

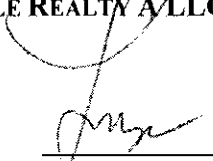
**MERGING COMPANIES:  
COBBLESTONE REALTY, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

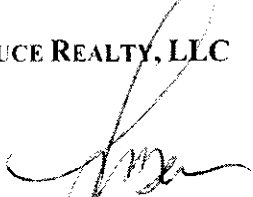
**242 WATERMAN AVENUE ASSOCIATES,  
LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

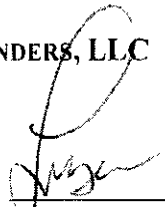
**MAPLE REALTY A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

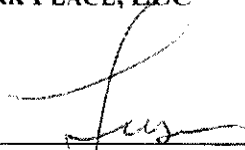
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By:   
Name: Leonard Gemma  
Title: Authorized Member

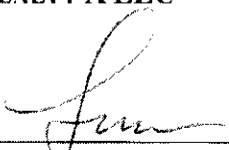
**VEL LENDERS, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

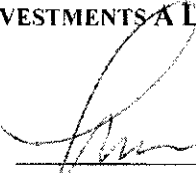
**GEM PARK PLACE, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

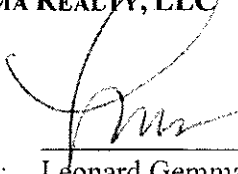
**BIRCH REALTY A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

**GEM INVESTMENTS A LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member

**SURVIVING COMPANY:  
GEMMA REALTY, LLC**

By:   
Name: Leonard Gemma  
Title: Authorized Member





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:

August 03, 2017 04:10 PM

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

Nellie M. Gorbea  
*Secretary of State*

