



State of Rhode Island
Department of State - Business Services Division

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 RI DEPT. OF STATE
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Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00



Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

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

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

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE under which entity is organized
001750889	558 Central Falls, LLP	LLP	RI
000125921	Raleigh Way, Inc.	Corporation	RI

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:

558 Central Falls, LLP

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. A Plan of Merger or Consolidation **MUST** be attached.

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:

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

FILED

JAN 12 2023

BY 530DC3

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g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

- Date received (Upon filing)
- Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.

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 RIGL Chapter 7-1.2.

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

c. 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) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.

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: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.

a. The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov.]

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

SECTION VI: 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.

Type or Print Entity Name

558 Central Falls, LLP

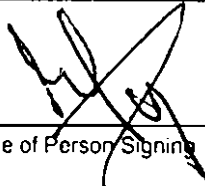
Type or Print Name of Person Signing

Michael W. Bromley

Title of Person Signing

Authorized Person

Signature



Date

1-10-2023

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Raleigh Way, Inc.

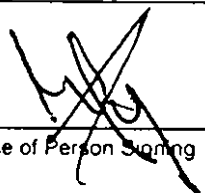
Type or Print Name of Person Signing

Michael W. Bromley

Title of Person Signing

President

Signature



Date

1-10-2023

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“**Agreement**”) is made and entered into as of January 10, 2023, by and among **558 CENTRAL FALLS, LLP**, a Rhode Island limited liability partnership (“**Surviving Company**”), and **RALEIGH WAY, INC.**, a Rhode Island corporation (“**Merged Corporation**”).

WHEREAS, the Surviving Company is a limited liability partnership subject to Chapter 12.1 of Title 7 of the Rhode Island Uniform Partnership Act (“**RIUPA**”);

WHEREAS, the parties desire that the Merged Corporation merge into the Surviving Company in a manner which conforms to Sections 7-12.1-11.21 of the RIUPA and Section 7-1.2-1006 of the Rhode Island Business Corporation Act (“**RIBCA**”);

WHEREAS, the parties intend that Merged Corporation be merged with and into the Surviving Company, with the Surviving Company surviving that merger on the terms and conditions contained in this Agreement (the “**Merger**”); and

WHEREAS, the respective Partners of the Surviving Company and board of directors of the Merged Corporation have determined that this Agreement and the Merger contemplated hereby are in the best interest of each party hereto.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the RIUPA and the RIBCA, the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

1. **The Merger.**

- 1.1. **Terms and Conditions.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Merged Corporation shall be merged with and into the Surviving Company whereupon the separate existence of the Merged Corporation shall cease. The Surviving Company shall be the surviving entity in the Merger and shall continue to be governed by the laws of the State of Rhode Island. The Merger shall have the effects specified in the RIUPA and in the RIBCA and the Surviving Company shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Merged Corporation, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Merged Corporation, including, without limitation, all outstanding indebtedness of the Merged Corporation.
- 1.2. **Effective Time.** The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the “**Effective Time**.” The Merger shall be effective on the date that the Articles of Merger are filed with the Rhode Island Secretary of State pursuant to Section 7-12.1-11.25 of the RIUPA or Section 7-1.2-1003 of the RIBCA (the “**Articles of**

Merger”), which filing shall take place as soon as practicable following the approval of this Agreement by the Surviving Company and the Merged Corporation.

2. Registration of Limited Partnership and Partnership Agreement of Surviving Company.

- 2.1. The Registration of Limited Partnership. The Registration of Limited Partnership of Surviving Company in effect at the Effective Time shall be the Certificate of Limited Partnership of the Surviving Company, until amended in accordance with the provisions provided therein or applicable law.
- 2.2. The Partnership Agreement. The Partnership Agreement of the Surviving Company in effect at the Effective Time shall be the Partnership Agreement of the Surviving Company, until amended in accordance with the provisions provided therein or applicable law.

3. Partners and Officers of the Surviving Company.

- 3.1. Partners. The Partners of the Surviving Company immediately prior to the Effective Time shall, from and after the Effective Time, be the Partners of the Surviving Company.
- 3.2. Officers. The officers of the Surviving Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Company, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

4. Stock and Stock Certificates.

- 4.1. Effect of Merger on Merged Corporation’s Stock. At the Effective Time, as a result of the Merger and without any action on the part of the Merged Corporation, the Surviving Company, or any stockholder, all stock of the Merged Corporation shall be automatically cancelled and retired and shall cease to exist.
- 4.2. Effect of Merger on Surviving Company’s Partnership Interests. The Merger shall have no effect on the authorized, issued, and outstanding Partnership Interests of the Surviving Company, which shall remain outstanding and shall constitute all of the outstanding Partnership Interests of the Surviving Company exactly as it was before the Effective Time.

5. Miscellaneous and General.

- 5.1. Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement.
- 5.2. Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either party at any time prior to the Effective Time.

- 5.3. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.
- 5.4. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.
- 5.5. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 5.6. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
- 5.7. Headings. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

SURVIVING COMPANY:

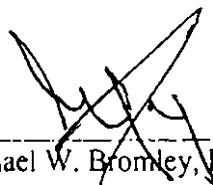
558 CENTRAL FALLS, LLP, a Rhode limited liability partnership

By: **Naya Way, Inc.**
Its: General Partner

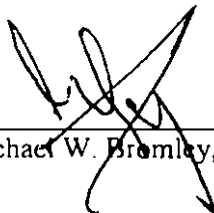
By: 
Edmond Leidesdorf, President

MERGED CORPORATION:

RALEIGH WAY, INC., a Rhode Island corporation

By: 
Michael W. Bromley, President

By: **Albany Way, Inc.**
Its: General Partner

By: 
Michael W. Bromley, President



State of Rhode Island
Department of State | Office of the Secretary of State
Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,

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:

January 12, 2023 12:19 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

