

Filing and License Fee: \$230.00 minimum



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
www.sos.ri.gov

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BUSINESS CORPORATION
ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.2 of the General Laws of Rhode Island, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is PILGRIM PLACE LAUNDRY, INC.

(This is a close corporation pursuant to §7-1.2-1701 of the General Laws, 1956, as amended.) (Strike if inapplicable.)

2. The total number of shares which the corporation has the authority to issue is:

(a) If only one class: Total number of shares 100 - Common - No Par

or

(b) If more than one class: Total number of shares of each class

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:

3. The address of the initial registered office of the corporation is:

91 Spring Grove Avenue
(Street Address, not P.O. Box)

Warwick, RI 02889 and the name of its initial registered agent at
(City/Town) (Zip Code)

such address is Denis Blanchette
(Name of Agent)

4. The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.

5. Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.

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BY [Signature] 3:23

6. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

In case any holder of stock shall at any time desire to sell stock, or any part thereof, he/she shall, before offering the same for sale to any other party, give notice in writing to the corporation of desire to sell and in such writing offer to sell the same to the corporation at the lowest price at which he/she is willing to sell said stock. Within forty-five (45) days after the receipt of any such notice, the Board of Directors shall elect to purchase the shares so offered, and the secretary or treasurer or some other officer designated by the Board of Directors shall forthwith and within said forty-five (45) days deliver in person to such stockholder or mail by registered mail, postage prepaid, addressed to him/her at his/her usual post office address, or to his/her address as stated on the books of the corporation, a notice in writing signed by the secretary or treasurer or such other officer, of the election of the corporation to purchase such stock. Such notice shall state that such stockholder may receive the purchase price for such stock at the office of the corporation upon transfer to the corporation of the shares sold. If such notice of election to purchase shall not be given within the time above limited, the stockholder shall be at liberty to sell his/her stock to any other party, provided that such sale is made within thirty days after the expiration of said forty-five (45) days and at a price not less than the price at which it was offered to the corporation. The directors may in particular instances consent to any such proposed sale, and may waive the corporation's right to purchase but no such consent to waiver shall extend to other or subsequent instances.

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 13th day of January 2015 by and among DENNIS BLANCHETTE, or his corporate nominee, (individually and/or collectively the "Purchaser" and/or "Buyer") and PILGRIM PLACE LAUNDRY, LLC., a Rhode Island domestic limited liability company (the "Seller").

WITNESSETH

WHEREAS, the Seller desires to sell, transfer and assign to the Purchaser, and the Purchaser desires to purchase from the Seller, certain of its specified assets and properties used or useful in the operation of its business to wit, a laundry service currently operated at 1160 Post Road, Warwick, Rhode Island, on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Section 1. Purchase and Sale of Assets.

The Seller agrees to and will sell, transfer and deliver to the Purchaser at the Closing (as hereinafter defined), and the Purchaser hereby agrees to and will purchase from the Seller free and clear of all liens, charges and encumbrances, the following properties and assets of the Seller as the same shall exist at the close of business on the date of the Closing as that term is defined in Section 3 hereof (the "Effective Date"), whether or not reflected on the Seller's books and records on said effective date (hereinafter collectively called the "Purchased Assets"):

See "Exhibit A attached hereto, made a part hereof, and incorporated herein by reference.

It is expressly agreed and acknowledged by the parties hereto that the purchased assets shall not include and accounts receivable related to services performed by Seller prior to the date of closing. Any such accounts receivable shall remain the sole property of the Seller.

Section 1.1. Purchased Rights.

All operating data and records relating to the Business, wherever located, including use of the name "PILGRIM PLACE LAUNDRY, processes, trade secrets, advertising, circulars and advertising material, all intellectual properties, and similar intangible property and rights (all of the foregoing hereinafter collectively called the "Purchased Rights").

ARTICLE II

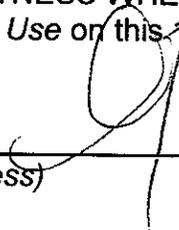
Section 2. Asset Purchase Price.

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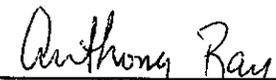
Authorization of Name Use

Now comes the undersigned, **ANTHONY RAY**, individually and as sole member of **PILGRIM PLACE LAUNDRY, LLC**, and authorizes **DENIS BLANCHETTE** and **LISA BLANCHETTE** to incorporate and operate a business as **Pilgrim Place Laundry** in the State of Rhode Island.

IN WITNESS WHEREOF, the *undersigned* has executed this *Authorization of Name Use* on this 16th day of December, 2014



(Witness)

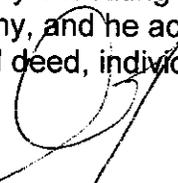


Anthony Ray, Member

STATE OF Rhode Island
COUNTY OF Kent

In East Greenwich on this 16th day of December, 2014, before me personally appeared Anthony Ray, Sole Member of Pilgrim Place Laundry, LLC, to me known and known by me to be the party executing the foregoing instrument on behalf of said Limited Liability Company, and he acknowledged said instrument by him executed to be his free act and deed, individually and in said capacity.

(Seal)



Notary Public Glenn A. Carlson
My commission expires: 9/19/17

Glenn A. Carlson
Notary Public for the State of RI
My Commission Expires 09/19/17
ID #18040

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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:

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

