

Filing Fee: See Instructions

ID Number: 1680778



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

Nippawus Solar 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 ☒ 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.

Name of entity	Type of entity	State under which entity is organized
Nippawus Solar LLC	Limited Liability Company	Nevada

- 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 Nippawus Solar 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.

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BY 323269 A.A.
12:21pm

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.

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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.

Nippawus Solar LLC

Print Entity Name

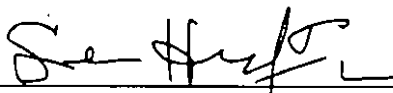
By:  _____
Name of person signing Title of person signing

Richard Kleiman, Manager

By: _____
Name of person signing Title of person signing

Nippawus Solar LLC

Print Entity Name

By:  _____
Name of person signing Title of person signing

Lewis Heafitz, Manager

By: _____
Name of person signing Title of person signing

**PLAN AND AGREEMENT OF MERGER
BETWEEN
NIPPAWUS SOLAR LLC
(A NEVADA LIMITED LIABILITY COMPANY)
AND
NIPPAWUS SOLAR LLC
(A RHODE ISLAND LIMITED LIABILITY COMPANY)**

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is entered into as of the 30th day of January, 2018, by and between Nippawus Solar LLC, a Nevada limited liability company (the "Nevada LLC"), and Nippawus Solar LLC, a Rhode Island limited liability company (the "Rhode Island LLC").

**ARTICLE I
THE MERGER**

1.1 Merger of the Nevada LLC With and Into the Rhode Island LLC. In accordance with the provisions of this Agreement and the Rhode Island Limited Liability Company Act (the "Rhode Island Act") and Chapter 86 of the Nevada Revised Statutes (the "Nevada Act"), the Nevada LLC will be merged with and into the Rhode Island LLC, which will be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, the Rhode Island LLC will continue its existence as a Rhode Island limited liability company, and will conduct its business as the Surviving Entity under the name of "Nippawus Solar LLC" or such other name as the Members of the Rhode Island LLC may determine either before or after the Effective Time. At the Effective Time, the separate limited liability company existence of the Nevada LLC will cease.

1.2 Effect of the Merger.

(a) At the Effective Time, the effect of the Merger will be as provided in the applicable provisions of the Rhode Island Act and the Nevada Act. Without limiting the generality of the foregoing, at the Effective Time, the Rhode Island LLC will thereupon and thereafter possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of both the Nevada LLC and the Rhode Island LLC, and be subject to all the restrictions, disabilities and duties of both the Nevada LLC and the Rhode Island LLC; and all of the rights, obligations, agreements and arrangements to which the membership interests or other securities of the Nevada LLC were theretofore subject will thereupon be applicable to the membership interests or other securities of the Rhode Island LLC into which such a membership interests or other securities of the Nevada LLC have been converted as a result of the Merger; and all the rights, privileges, powers and franchises of both the Nevada LLC and the Rhode Island LLC, and all the property, real, personal and mixed, and all debts due to both the Nevada LLC and the Rhode Island LLC, on whatever account as well as for membership subscriptions and all other things in action belonging to either the Nevada LLC or the Rhode Island LLC, will be vested in the Rhode Island LLC; and all property (real and personal), rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Nevada

L.L.C., and all and every other interest of the Nevada LLC, will be thereafter as effectually the property of the Rhode Island LLC as they were of the Nevada LLC, and the title to any real estate vested in the Nevada LLC under any applicable laws by deed or otherwise will not revert or be in any way impaired by reason of the Rhode Island Act; but all rights of creditors and all liens upon any property of the Nevada LLC will be preserved unimpaired, and all debts, liabilities and duties of the Nevada LLC will thenceforth attach to the Rhode Island LLC and may be enforced against the Rhode Island LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Rhode Island LLC.

(b) From and after the Effective Time and until further amended in accordance with the Rhode Island Act, the Articles of Organization of the Rhode Island LLC as in effect immediately prior to the Effective Time will continue to be the Articles of Organization of the Rhode Island LLC as the Surviving Entity.

(c) From and after the Effective Time and until altered, amended or repealed in accordance with applicable law, the Limited Liability Company Agreement of the Rhode Island L.L.C. will be the Limited Liability Company Agreement of the Rhode Island LLC as the Surviving Entity.

1.3 Additional Actions. If, at any time after the Effective Time, the Rhode Island LLC will consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Rhode Island L.L.C., title to and possession of any property or right of the Nevada LLC acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Nevada LLC and its members and officers will be deemed to have granted to the Rhode Island L.L.C. an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Rhode Island LLC and otherwise to carry out the purposes of this Agreement; and the members of the Rhode Island LLC are fully authorized in the name of the Nevada L.L.C. or otherwise to take any and all such action.

1.4 Effective Time. The Merger shall be effective upon the later filing of the Certificate of Merger with the Secretary of State of the State of Rhode Island and the Articles of Merger with the Nevada Secretary of State (the "Effective Time").

ARTICLE II CONVERSION OF INTERESTS

2.1 Conversion of Interests.

(a) At the Effective Time, each issued and outstanding membership interest of the Nevada LLC will, by virtue of the Merger and without any action on the part of the Nevada LLC or the Rhode Island L.L.C., be converted into an equal membership interest in the Rhode Island LLC.

(b) At the Effective Time, each membership interest of the Nevada LLC that is not then issued and outstanding will be deemed canceled and will cease to exist.

ARTICLE III AMENDMENT AND TERMINATION

3.1 Amendment. This Agreement may be amended at any time by the Nevada LLC and the Rhode Island LLC to the fullest extent permitted by law, and at any time upon the action of the Nevada LLC and the Rhode Island LLC, by an amendment duly executed by the parties hereto, at any time prior to the Effective Time.

3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by agreement of the Nevada LLC or the Rhode Island LLC. The filing of this Agreement or a Certificate of Merger with the Secretary of State of the State of Rhode Island and Articles of Merger with the Nevada Secretary of State will constitute certification that this Agreement of Merger has not theretofore been terminated. If terminated as provided in this Section, this Agreement will forthwith become wholly void and of no further force or effect.

ARTICLE IV CONDITIONS

4.1 Conditions to Obligations of the Rhode Island LLC. The obligation of the Rhode Island LLC to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, of each of the following conditions:

(a) Member Approval. This Agreement will have been approved by the members of the Nevada LLC.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement will have been obtained.

(c) Satisfaction of Conditions. Any obligations of the Nevada LLC to be performed pursuant to this Agreement prior to the Effective Time will have been performed in all material respects.

4.2 Conditions to Obligations of the Nevada LLC. The obligation of the Nevada LLC to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, of each of the following conditions:

(a) Member Approval. This Agreement will have been approved by the members of the Rhode Island LLC.

(b) Consents. All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement will have been obtained.

(c) Satisfaction Of Conditions. Any obligations of the Rhode Island LLC to be performed pursuant to this Agreement prior to the Effective Time will have been performed in all material respects.

ARTICLE V MISCELLANEOUS

5.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement.

5.2 Waiver. Any party may, at its option, extend the time for performance of any of the obligations or acts of any other party and may waive in writing any or all of the conditions contained herein to which its obligations hereunder are subject or compliance by other parties with any other matter in this Agreement.

5.3 Governing Law. This Agreement will be governed in all respects, including, but not limited to validity, interpretation, effect and performance, by the internal laws of the State of Rhode Island.

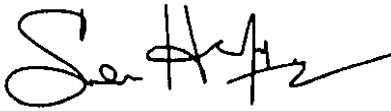
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IN WITNESS WHEREOF, each of the undersigned limited liability companies have caused this Agreement and Plan of Merger to be executed as of the date set forth above.

NIPPAWUS SOLAR LLC, a
Nevada limited liability company

By: 
Name: Richard Kleiman
Office: Manager

NIPPAWUS SOLAR LLC, a
Rhode Island limited liability company

By: 
Name: Lewis Heafitz
Office: Manager



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:

February 01, 2018 12:21 PM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

