



State of Rhode Island and Providence Plantations
Department of State - Business Services Division

Fictitious Business Name Statement

DOMESTIC or FOREIGN Limited Liability Company

→ Filing Fee: \$50.00

STAMP

Pursuant to the provisions of RIGL 7-16-9 the undersigned limited liability company hereby submits the following statement for authority to transact business in the state of Rhode Island under a fictitious business name:

1. Entity ID Number 001341373	2. Exact Name of the Limited Liability Company Newport Lodging, LLC
3. The fictitious business name to be used is: Pilgrim House Inn	
4. The limited liability company is organized under the laws of: Rhode Island	5. The date of formation is: August 27, 2015
6. Applicant is otherwise authorized to do business in the state of Rhode Island.	
<i>Under penalty of perjury, I declare and affirm that I have examined this Fictitious Business Name Statement and that the information contained herein is true and correct.</i>	
Name of Applicant Limited Liability Company Newport Lodging, LLC	Date February 9, 2018
Signature of Authorized Person SIGN DOCUMENT HERE	

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
FEB 15 2018
 BY 3244116
 AA - 11:03 A.M.

RECEIVED
 SECRETARY OF STATE
 CORPORATIONS DIV
 2018 FEB 15 AM 11:03
 STAMP

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

BILL OF SALE

This Bill of Sale is entered into as of February 5, 2018, by and between PILGRIM HOUSE INN, LLC, a Rhode Island limited liability company, as the "Seller", and NEWPORT LODGING, LLC, a Rhode Island limited liability company, as the "Buyer", (collectively the "Parties" and each singly a "Party" or, as the context requires). Reference is made to that certain purchase and sale agreement, dated on or about October 30, 2017 among the Parties (the "Agreement"). Capitalized terms used herein and not otherwise defined shall be used with the meanings given them in the Agreement.

Seller hereby sells, conveys, assigns, transfers and delivers unto Buyer, its successors and assignees, free and clear of all liens, encumbrances, restrictions, charges and claims, all of Seller's right, title and interest in and to the tradename "Pilgrim House Inn", together with all telephone numbers, facsimile numbers, domain names and websites used in connection with the Seller's bed and breakfast business located at 123 Spring Street, Newport, Rhode Island and commonly known as the Pilgrim House Inn, including without limitation phone numbers 800-525-8373 and 401- 848-0357 and the website: <https://www.pilgrimhouseinn.com/>.

Said conveyance, assignment and transfer is subject to that certain right of reversion set forth and described in the Agreement.

Nothing in this Bill of Sale is intended to modify, alter or amend in any respect the rights or obligations of the parties under the Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Bill of Sale. To the extent there is any conflict or inconsistency between this Bill of Sale and the Agreement, the terms of the Agreement shall prevail.

Seller covenants it is the lawful owner of all of the Assets, that the Assets are unencumbered, and that Seller has the right to sell the Assets.

Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Assets hereby made against all persons whomsoever and to take all steps reasonably necessary to establish the record of Buyer's title to the Assets. Seller hereby agrees, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other reasonable actions as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer title to each of the Assets, all at the sole cost and expense of Seller.

This Bill of Sale shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Bill of Sale.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to principles of conflicts of law.

The provisions of this Bill of Sale may not be amended, modified or waived except by the written agreement of each of Seller and Buyer.

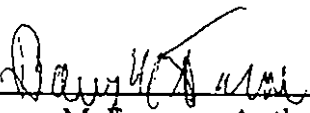
This Bill of Sale may be signed in any number of counterparts and when taken together, such signatures shall constitute a single instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment effective as of the date first set forth above.

SELLER:

PILGRIM HOUSE INN, LLC

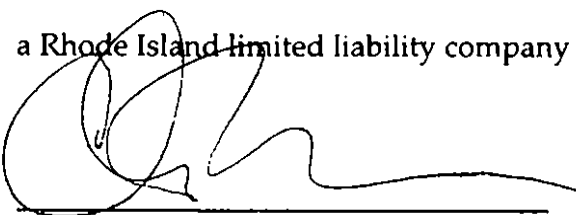
a Rhode Island limited liability company


Barry M. Fonseca, Authorized Member

BUYER:

NEWPORT LODGING, LLC

a Rhode Island limited liability company


Christopher Bichio, 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:

February 15, 2018 11:03 AM

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

