State of Rhode Island and Providence Plantations

Department of State - Business Services Division

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SECRETARY OF STATE
CORPORATIONS DIV
2018 APR 18 PM 3:28

Application for Registration

FOREIGN Limited Liability Company

→ Filing Fee: $150.00

Pursuant to the provisions of RIGL 7-16-49, the undersigned foreign limited liability company hereby applies for a Certificate of Registration to transact business in the State of Rhode Island, and for that purpose submits the following statement:

1. The name of the limited liability company is:

Noblin & Associates, LLC

Is this company organized in its state or country of formation as a low-profit limited liability company? Yes ☐ No ☑

The name, if different, under which it proposes to register and transact business in Rhode Island is:

2. The LLC is organized under the laws of: **Massachusetts**

3. The date of its organization is: **2/3/2016**

And the period of its duration is: **CHECK ONE BOX ONLY**

☑ Perpetual (on-going)

☐ Date certain for dissolution ____________________

4. The name and address of the resident agent/office in Rhode Island is:

Agent Name **Allison Ferlito**

Street Address (NOT a P.O. Box) **100 Elena St., Apt 822**

City/Town	State	Zip Code
Cranston	RHODE ISLAND	02920

5. The purpose or purposes which it proposes to pursue in the transaction of business in Rhode Island are:

Engineering consulting

Check the box to indicate an attachment ☐

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
APR 18 2018
BY LL 328998
3:28

STAMP

6. The RI Department of State is appointed the agent of the foreign limited liability company for service of process if, at any time, there is no resident agent or if the resident agent cannot be found or served following the exercise of reasonable diligence.

7. The address of the office required to be maintained in the state or country of its organization by the laws of that state or, if not so required, of the principal office of the foreign limited liability company is:

4 1st Street, Bridgewater, MA 02324

8. The mailing address for the limited liability company is:

14 Stoneybrook Circle, Andover, MA 01810

9. Management of the Limited Liability Company:

The Limited Liability Company is to be managed by: **CHECK ONLY ONE BOX**

☐ By its members (If you have checked this box, go to Section 9. (**DO NOT** fill out the chart below.)

☑ By one (1) or more managers (List managers below)

MANAGER	ADDRESS
David Morand	4 1st Street, Bridgewater, MA 02324
William Casey	4 1st Street, Bridgewater, MA 02324

10. This application must be accompanied by a Certificate of Good Standing/Letter of Status from the state or country of formation dated within 60 days of the date of filing.

11. Date when this application for Certificate of Registration will be effective: **CHECK ONE BOX ONLY**

☑ Date received (Upon filing)

☐ Later effective date (Date must be no more than 30 days from the date of filing) ____________________

Under penalty of perjury, I declare and affirm that I have examined this Application for Registration, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Name of LLC	Date
Noblin + Associates, LLC	**4/18/2018**

Signature of Authorized Person

SIGN DOCUMENT HERE

William Casey

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.

State of Rhode Island and Providence Plantations
DEPARTMENT OF BUSINESS REGULATION
1511 Pontiac Avenue, Bldg. 68-2
Cranston, Rhode Island 02920

Division of
Design
Professionals

February 28, 2018

NOBLIN & ASSOCIATES LLC
4 FIRST STREET
BRIDGEWATER, MA 02324

RE: COA# 8577

Dear Sir/Madam:

The Board of Registration for Professional Engineers has reviewed your amended COA Application. The Board has determined that you are properly registered as a Limited Liability Company offering engineering services adding DAVID A. MORAND (PE.0009969) in responsible charge.

Very truly yours,

BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

Patricia K Walker

Patricia K. Walker, PE
Secretary

PKW/dmb

Tel: 401-462-9530 Fax: 401-462-9532 TTY: 711 Web Site: www.dbr.ri.gov

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 5, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NOBLIN & ASSOCIATES, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 8, 2016.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **WILLIAM A. CASEY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **WILLIAM A. CASEY, DAVID A MORAND**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **WILLIAM A. CASEY**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:KMT

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** ("Agreement"), dated as of February 1, 2016, is made and entered into by and between EGMG1, LLC, a Massachusetts limited liability company (the "Buyer"), and Noblin & Associates, L.C. a Massachusetts limited liability company (the "Seller"), and each of the undersigned owners of Seller (individually, a "Member" and collectively, the "Members").

INTRODUCTION

WHEREAS, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire from Seller, substantially all of the assets of Seller, and in connection therewith, Buyer has agreed to assume certain specifically identified liabilities of Seller, all on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. For purposes of this Agreement, capitalized terms have the meaning set forth in Schedule 1.1.

ARTICLE II

PURCHASE TRANSACTION

2.1 Assets.

(a) Assets to be Sold. On the terms and subject to the conditions set forth in this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby purchases and acquires, free and clear of all Liens, all of Seller's right, title and interest in and to the Purchased Assets, but excluding the Excluded Assets. Notwithstanding the foregoing, the transfer of the Purchased Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Purchased Assets unless Buyer expressly assumes that Liability pursuant to Section 2.2(a).

(b) Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Purchased Assets shall not include the Excluded Assets, which shall remain the property of Seller after Closing.

5.2 Authority. The execution, delivery and consummation by Buyer of this Agreement and the performance by Buyer of its obligations hereunder, have been duly and validly authorized by the Manager of Buyer, no other action on the part of Buyer being necessary. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

5.3 No Conflicts. The execution, delivery and consummation by Buyer of this Agreement does not, and the performance by Buyer of its obligations under this Agreement will not conflict with or result in a violation or breach of any of the terms, conditions or provisions of (i) the Articles of Organization or Bylaws of Buyer; or (ii) any Law or Order applicable to Buyer.

5.4 Brokers. Buyer has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the transactions contemplated by this Agreement.

ARTICLE VI

THE CLOSING

6.1 Time and Place. The closing of the transactions contemplated under this Agreement (the "Closing") shall be held at the offices of Buyer's counsel, Rubin and Rudman LLP, on February 1, 2016 or as Buyer and Seller may otherwise agree (the "<u>Closing Date</u>").

6.2 Closing Deliverables. At the Closing, in addition to this Agreement, the documents/actions set forth on <u>Exhibit B</u> shall be performed and/or executed and delivered by all necessary parties.

ARTICLE VII

ADDITIONAL COVENANTS

7.1 Change of Seller's Name. As of the Closing Date, Seller shall cease doing business under the name "Noblin & Associates, L.C." and shall take all actions necessary to change its name to a name that does not use the word "Noblin" and is not otherwise confusingly similar to Seller's current name. Promptly following the Closing, Seller shall make all necessary filings regarding its change in name in Massachusetts, Rhode Island, Connecticut and New Hampshire (and any other state Seller is conducting business).

7.2 Accounts Receivable. Seller shall promptly provide to Buyer all information of which it becomes aware from time to time pertinent to collection of those Accounts Receivable remaining outstanding on the Closing Date. After the Closing Date, Buyer shall have the right and authority, but not the obligation, to collect all such Accounts Receivable for the account of Seller. Buyer shall hold in trust for Seller, and promptly transfer and deliver to Seller, any cash, checks, and other items of payment that it may receive in respect of Accounts Receivable outstanding as of the Closing Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

EGMG1, LLC

William Casey

By: William Casey
Its: Manager

NOBLIN & ASSOCIATES, L.C.

By: Ralph Noblin
Its: Manager

SELLER'S MEMBERS:

Ralph Noblin

Donna Noblin

Donna Noblin