



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

Application for Articles of Merger

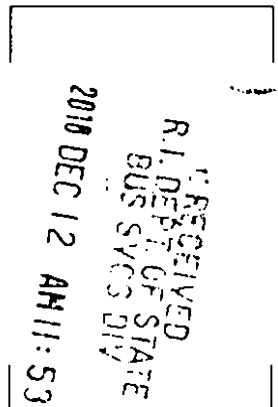
DOMESTIC or FOREIGN Business Corporation, Limited Partnership,
Limited Liability Company or Non-Profit Corporation

→ Business Corporation Filing Fee: \$100.00

→ Limited Liability Company Fee: \$100.00

→ Limited Partnership Fee: \$50.00

→ Non-Profit Corporation Fee: \$25.00



Pursuant to the provisions of RIGL Z, 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, limited 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
004405216	Crest Manufacturing Company	Domestic Business Corp.	Rhode Island
001683743	Hood Realty LLC	Domestic Limited Liability C	Rhode Island
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: Crest Manufacturing Company			
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 11:53

DEC 12 2018

BY Q F3X P7

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 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 7-1.2, with respect to dissenting shareholders.

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) 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):

c. As required by RIGL 7-1.2-1003, the corporation has paid all fees and taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL 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 nonprofit 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 RIGL 7-13.

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.

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.

Type or Print Entity Name

Crest Manufacturing Company

Type or Print Name of Person Signing

Gary S. Hood

Title of Person Signing

Director

Signature

SIGN DOCUMENT HERE

Date

12/4/18

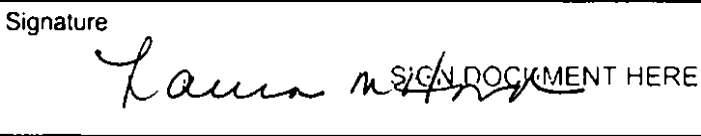
Type or Print Name of Person Signing

Laura M. Hood

Title of Person of Signing

Director

Signature

SIGN DOCUMENT HERE

Date

12/4/18

Type or Print Entity Name

Hood Realty LLC

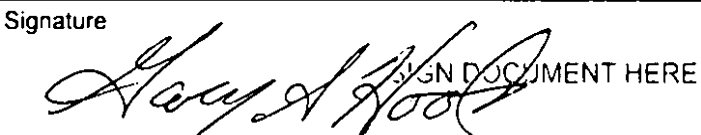
Type or Print Name of Person Signing

Gary S. Hood

Title of Person Signing

Authorized Member

Signature

SIGN DOCUMENT HERE

Date

12/4/18

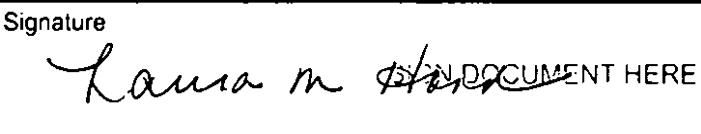
Type or Print Name of Person Signing

Laura M. Hood

Title of Person Signing

Authorized Member

Signature

SIGN DOCUMENT HERE

Date

12/4/18

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made on September 1, 2018, by and between HOOD REALTY LLC, ("Party A"), a Rhode Island limited liability company, and CREST MANUFACTURING COMPANY, ("Party B"), a Rhode Island business corporation. The parties are referred to singularly as "Party" and jointly as "Parties."

RECITALS

WHEREAS, the Parties desire to effect a merger and the Parties intend Party A to be merged with and into Party B. The separate existence of Party A will cease and Party B, as the acquiring entity, will survive as Party B (the "Surviving Corporation").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. Conversion of Equity

- (a) Each share of common stock of Party B that is issued and outstanding immediately before the date of merger will continue to be an issued and outstanding share of common stock of the Surviving Corporation.

SECTION 2. Merger

2.1 Effect of Merger. Party B's Articles of Incorporation, By-laws, and Officers in effect immediately before the date of merger will be the Articles of Incorporation, By-laws, and Officers of the Surviving Corporation. As of the date of merger, the Surviving Corporation will possess all the rights, privileges, and immunities of each of the Parties, all property belonging to Party A will be transferred to and vested in the Surviving Corporation without further act or deed, and the Surviving Corporation will be responsible for all liabilities of each of the Parties.

2.2 Further Assurances. From time to time after the date of merger, the Authorized Members of Party A will cause to be taken such further actions as will reasonably be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, and privileges of Party A. Notwithstanding the foregoing, property owned by Party A will automatically be titled in the name of Party B by virtue of the merger and no additional deeds will need to be executed or recorded in order the effectuate the ownership change.

2.3 Merger. Subject to the satisfaction of the conditions set forth in Section 5, the completion of the merger contemplated in this Agreement will occur at a time and place mutually agreed upon by the Parties and the Parties will cause Articles of Merger to be filed with the Rhode Island Secretary of State.

SECTION 3. Representations and Warranties of Party A

Except for the express representations and warranties in this Agreement, Party A expressly excludes all other warranties with respect to the transaction. Party A represents and warrants as follows:

3.1 Party A is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Rhode Island.

3.2 This Agreement is binding upon and enforceable against Party A in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

3.3 There is no litigation or other judicial, or administrative proceedings pending or, to the knowledge of Party A that would have a material adverse effect on the ability of Party A to consummate this Agreement.

3.4 Party A has obtained such consents and other approvals necessary to authorize Party B to enter into this Agreement and closing the transaction contemplated by this Agreement.

3.5 The execution, delivery, or performance of this Agreement will not: (a) violate any law, judgment, or order to which Party A is subject, or (b) breach of any agreement to which Party A is bound.

3.6 Party A unit holders are acquiring the Party B shares for their own account for investment purposes only and not with a view to distribution or resale and is aware that it must bear the economic risk of its investment for an indefinite period of time because the Party B shares have not been registered under the Securities Act of 1933, as amended, or Oregon Securities laws, and therefore, cannot be sold unless the Party B shares are subsequently registered under the Act and law of Party B receives an opinion of counsel satisfactory to Party B that exemptions from such registration become available.

3.7 The Party A units are free and clear of any and all items, claims and encumbrances.

3.8 The Party A units represent one hundred percent (100%) of the issued and outstanding units of Party A.

3.9 Party A has made available and delivered to Party B all information, statements, and records of Party A, including without limitation financial statements, shareholder records, and corporate documents, requested by Party B, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and financial condition of Party A.

3.10 No representation, warranty, or statement made by Party A in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading.

SECTION 4. Representations and Warranties of Party B

Except for the express representations and warranties in this Agreement, Party B expressly excludes all other warranties with respect to the transaction. Party B represents and warrants as follows:

4.1 Party B is a corporation duly organized, validly existing, and in good standing under the laws of the State of Rhode Island.

4.2 This Agreement is binding upon and enforceable against Party B in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

4.3 There is no litigation or other judicial, administrative, or quasi-judicial proceedings pending or, to the knowledge of Party B that would have a material adverse effect on the ability of Party B to consummate this Agreement.

4.4 Party B shares of common stock, which are issued and outstanding immediately prior to the Merger Date shall remain issued and outstanding after the merger date and shall not be affected by said merger. .

4.5 Party B has obtained such consents and other approvals necessary to authorize Party B to enter into this Agreement and closing the transaction contemplated by this Agreement.

4.6 The execution, delivery, or performance of this Agreement will not: (a) violate any law, judgment, or order to which Party B is subject, or (b) breach any agreement to which Party B is bound.

4.7 Party B has made available and delivered to Party A all information, statements, and records of Party B, including without limitation financing statements, shareholder records, corporate documents, and business prospects, requested by Party A, and that the information, statements, and records are not misleading, were prepared in good faith, and fairly present the current operational and the financial condition of Party B. Party B has corrected any errors identified by Party A, including without limitations the foreign registration with the Oregon Secretary of State.

4.8 No representation, warranty, or statement made by Party B in this Agreement contains or will contain any untrue statement or omits or will omit any fact necessary to make the statements contained herein misleading. Party B has disclosed to Party A all facts that are material to the financial condition, operation, status, or prospects of Party B.

SECTION 5. Conditions

The obligation of either Party to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

- (a) The representations, warranties, and covenants made by either Party in Section 4 of this Agreement are true and correct as of the Merger Date;
- (b) There is no material adverse change in the business or financial condition of Party A from the date of this Agreement through the Merger date;
- (c) This Agreement is approved by the board of directors and shareholders of Party B entitled to vote on the matter in accordance with Rhode Island law and Party B's governing documents;
- (d) This Agreement is approved by the board of directors and shareholders of Party A entitled to vote on the matter in accordance with Rhode Island law and Party A's governing documents; and

SECTION 6. Termination

6.1 Failure to Obtain Shareholder/Member Approval. This Agreement will automatically terminate in the event that it is brought to a vote and not adopted by either: (a) the board of directors or shareholders of Party A entitled to vote on the matter, or (b) the board of directors or shareholders of Party B entitled to vote on the matter.

6.2 Other Termination. This Agreement may be terminated and the merger abandoned at any time before the Merger Date (a) by mutual written agreement of the Parties; (b) by either Party if any condition provided in this Agreement has not been satisfied or waived on or before the Merger Date; or (c) by either Party if there has been a material breach of this Agreement by the other Party.

6.3 Effect of Termination. Upon termination, this Agreement will become wholly void and of no effect, without liability or obligations on the party of either Party.

SECTION 7. Miscellaneous Provisions

7.1 Waivers. No waiver will be binding unless it is in writing and signed by the Party making the waiver. A Party's waiver will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

7.2 Amendment. This Agreement may be amended at any time before the Merger Date with the approval of the Parties.

7.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Rhode Island, exclusive of conflicts of law.

7.4 Binding Effect. Except as provided otherwise herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

7.5 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

7.6 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

7.7 Expenses. All fees and expenses incurred by each Party in connection with this Agreement and the transaction contemplated in this Agreement shall be borne by that Party.

7.8 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

7.9 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior agreement or understanding among the Parties concerning its subject matter.

7.10 Assignment. This Agreement may not be transferred, assigned, pledged or hypothecated by either Party without the prior written consent of the other.

7.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. Furthermore, this Agreement may be executed by a Party's signature transmitted by facsimile or by electronic mail, and copies of this Agreement executed and delivered by means of faxed or electronic mail shall have the same force and effect as copies hereof executed and delivered with original signatures. All Parties hereto may rely upon faxed or electronic mail as if such signatures were originals.

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

Party A:

HOOD REALTY LLC



Name: GARY S. HOOD

Title: Authorized Member



Name: LAURA M. HOOD

Title: Authorized Member

Party B:

CREST MANUFACTURING COMPANY



Name: GARY S. HOOD

Title: Director



Name: LAURA M. HOOD

Title: Director