



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

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 CORPORATIONS DIV
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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 7, 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 <small>*under which entity is organized</small>
129442	The UFO Limited Partnership	LP	RI
140946	UFO-Narragansett, LLC	LLC	RI

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:
UFO-Narragansett, LLC

which is to be governed by the laws of the state of:
RI

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

1:22

FILED

DEC 21 2018

BY *[Signature]* ST17F

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:

301 Promenade Street, Providence, RI 02908

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

The UFO Limited Partnership

Type or Print Name of Person Signing
UFO-Narragansett, LLC, General Partner
By Susan Marchinetti

Title of Person Signing
Manager

Signature
Susan Marchinetti
SIGN DOCUMENT HERE

Date
12/21/18

Type or Print Name of Person Signing

Title of Person of Signing

Signature
SIGN DOCUMENT HERE

Date

Type or Print Entity Name

UFO-Narragansett, LLC

Type or Print Name of Person Signing
Susan M. Marchinetti

Title of Person Signing
Manager

Signature
Susan Marchinetti
SIGN DOCUMENT HERE

Date
12/21/18

Type or Print Name of Person Signing

Title of Person Signing

Signature
SIGN DOCUMENT HERE

Date

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 19, 2018 is by and between **THE UFO LIMITED PARTNERSHIP**, a Rhode Island limited partnership (the "Merged Entity"), and **UFO-NARRAGANSETT, LLC**, a Rhode Island limited liability company (the "Surviving Entity") (the Merged Entity and Surviving Entity are sometimes hereinafter referred to collectively as the "Constituent Entities").

WHEREAS, the Merged Entity is a Rhode Island limited partnership, its Articles of Organization having been filed in the office of the Rhode Island Secretary of State on January 21, 2003; and

WHEREAS, the Surviving Entity is a Rhode Island limited liability company, its Articles of Organization having been filed in the office of the Rhode Island Secretary of State on June 17, 2004; and

WHEREAS, the laws of the State of Rhode Island permit such a merger, and the Constituent Entities desire to merge under and pursuant to the provisions of the laws of such States.

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Entity shall be and it hereby is merged into the Surviving Entity, which shall be the surviving entity, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

Section 1. Name.

The name of the Surviving Entity shall be UFO-Narragansett, LLC.

Section 2. Purposes.

The business purpose of the Surviving Entity, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as its stated business purpose.

Section 3. Certificate of Formation.

The Articles of Organization of the Surviving Entity shall remain in full force and effect.

Section 4. Officers.

Persons who are members of the Surviving Entity on the effective date of the merger shall be and remain and continue to be its members.

Section 5. Membership Interests of the Merged Entity.

Immediately upon the effective date and effective time of the merger, (i) all of the outstanding partnership interests of the Merged Entity shall be exchanged for membership interests of the Surviving Entity (the "Merger Interests") and, thereupon, the membership interests of the Merged Entity shall cease to exist and shall be deemed cancelled, retired and eliminated. Except as set forth above, no cash, membership interests or other securities or obligations will be distributed, or issued upon conversion or cancellation of the partnership interests of the Merged Entity.

Section 6. Effective Date of Merger.

(a) For purposes of the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective, as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws.

(b) The date upon which this Agreement and Plan of Merger and any other required documents have been filed in all of the offices mentioned above and upon which the Constituent Entities shall so become a single entity is the effective date of the merger.

(c) Notwithstanding the foregoing provisions of this Section 6, the merger provided for herein shall be deemed effective for accounting purposes as of the close of business on December 31, 2018.

Section 7. Effect of Merger. Upon this merger becoming effective:

(a) The identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Entity shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Entity shall be continued in and merged into the Surviving Entity and the Surviving Entity shall be fully vested therewith;

(b) The Surviving Entity shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Entities, except as otherwise herein provided, and except as otherwise provided by law;

(c) The Surviving Entity shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Entities on whatever account as well as all other choses in action belonging to the Constituent Entities; and

(d) All property, rights, privileges, powers and franchises of the Constituent Entities shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Entities, but all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Entity shall thenceforth attach to, and are hereby assumed by, the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted for by it.

Section 8. Expenses of Merger. The Surviving Entity shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

Section 9. Approval of Merger. This Agreement and Plan of Merger has been approved by the general partner and limited partners of the Merged Entity, and the members of the Surviving Entity, as provided by the applicable laws of the State of Rhode Island; and given such approval and adoption thereof, in the manner provided by such laws, by the general partner and limited partners, and members of each of the Constituent Entities, as applicable, is deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Entities.

Section 10. Service of Process. Upon the merger herein proposed becoming effective, the Surviving Entity agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Merged Entity.

-Remainder of Page Left Intentionally Blank; Signatures Appear On Next Page-

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective duly authorized representatives as of the date first written above.

SURVIVING ENTITY:

UFO-NARRAGANSETT, LLC, a Rhode Island limited liability company

By: *Susan M Marchinetti*
Susan M. Marchinetti, Manager

MERGED ENTITY:

THE UFO LIMITED PARTNERSHIP
a Rhode Island limited partnership

By UFO-Narragansett, LLC
its General Partner

By: *Susan M Marchinetti*
Susan M. Marchinetti, 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:

December 21, 2018 01:22 PM

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

