



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

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SECRETARY OF STATE  
CORPORATIONS DIV

### Application for Articles of Merger

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

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- 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>
001693928	P-R ACQ, LLC	Limited Liability Company	Rhode Island
000534221	Rustpoint Advisory, LLC	Limited Liability Company	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: <b>P-R ACQ LLC</b>			
which is to be governed by the laws of the state of: <b>Rhode Island</b>			
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 <b>MUST</b> 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](http://www.sos.ri.gov)

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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:

**20 Newman Avenue, Suite 1005, Rumford, RI 02916**

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

Type or Print Name of Person Signing

COLIN P. KANE

Title of Person Signing

AUTHORIZED PERSON/  
MANAGER / PRESIDENT

Signature



SIGN DOCUMENT HERE

Date

3/12/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

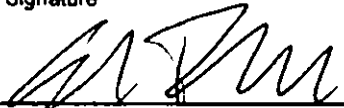
Type or Print Name of Person Signing

ERIC J. BUSCH

Title of Person Signing

AUTHORIZED PERSON

Signature



SIGN DOCUMENT HERE

Date

3/12/19

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 (the "Merger Agreement"), dated as of February 28, 2019 is by and among P-R ACQ, LLC, a Rhode Island limited liability company ("SURVIVING ENTITY"), and Rustpoint Advisory, LLC, a Rhode Island limited liability company ("MERGING ENTITY").

### WITNESSETH:

WHEREAS, each of SURVIVING ENTITY and MERGING ENTITY is a limited liability company duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, this Agreement is being entered into and carried out by the MERGING ENTITY and the SURVIVING ENTITY in connection with the transaction between Peregrine Group, LLC, a Rhode Island limited liability company and the sole member of SURVIVING ENTITY ("Parent"), and Eric J. Busch, the sole member of MERGING ENTITY whereby the Parties wish to effect a business combination through a merger of MERGING ENTITY with and into SURVIVING ENTITY in accordance with Section 7-16-59 of Chapter 7, Title 7-16 of the Rhode Island General Laws (hereinafter referred to as the "Rhode Island Limited Liability Company Act");

WHEREAS, Parent, the sole member of SURVIVING ENTITY adopted a vote approving this Merger Agreement in accordance with Section 7-16-61 of the Rhode Island Limited Liability Company Act; and

WHEREAS, Eric J. Busch, the sole member of MERGING ENTITY adopted a vote approving this Merger Agreement in accordance with Section 7-16-61 of Chapter 7, Title 7-16 of the Rhode Island Limited Liability Company Act.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto hereby agree as follows:

1. Merger. Upon and subject to the conditions set forth in this Agreement, and in accordance with the provisions of the Rhode Island Limited Liability Company Act, MERGING ENTITY will be merged with and into SURVIVING ENTITY (the "Merger"), and the separate legal existence of MERGING ENTITY shall thereupon cease and SURVIVING ENTITY shall be the surviving company as a domestic limited liability company under the Rhode Island Limited Liability Company Act. The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("Effective Time").

2. Governing Documents. The Articles of Organization of SURVIVING ENTITY as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws. The Operating Agreement of SURVIVING ENTITY as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving

Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws.

3. Representations and Warranties of MERGING ENTITY.

The MERGING ENTITY is a single member limited liability company duly organized, validly existing and in good standing under the laws of the State of Rhode Island and has all requisite power and authority to own and operate its assets. The MERGING ENTITY has all requisite power and authority to execute this Merger Agreement, to perform its obligations hereunder and to consummate the Merger as contemplated by this Merger Agreement. One hundred percent of the membership interests of MERGING ENTITY are owned by Eric J. Busch and there are no other equity interests or rights issued, outstanding or otherwise in existence.

4. Effects of the Merger and Conversion of Membership Interests.

The Merger shall have the effects specified in Section 7-16-63 of the Rhode Island Limited Liability Company Act, and in addition, at the Effective Time, by virtue of the Merger and without any action on the part of a holder of an interest in MERGING ENTITY or SURVIVING ENTITY:

(a) The sole member of MERGING ENTITY shall receive 42 Units in Parent subject to the terms and conditions of Parent's Operating Agreement then in effect as consideration for the Merger, and by virtue of the Merger and without any action on the part of MERGING ENTITY or SURVIVING ENTITY or the member of MERGING ENTITY, from and after the Effective Time, each membership interest in MERGING ENTITY shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist;

(b) Each interest in SURVIVING ENTITY issued and outstanding immediately prior to the Effective Time shall remain outstanding and unchanged as an interest in SURVIVING ENTITY.

5. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the Parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

6. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the sole Member of either of the entities, if circumstances arise which, in the opinion of such members, make the Merger inadvisable.

7. Governing Law; Jurisdiction. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without giving effect to conflicts of laws principles.

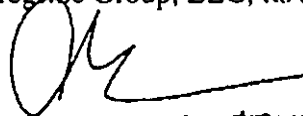
8. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in counterparts, each of which shall be deemed to be an original and the same agreement.

{Signatures follow on the next page}

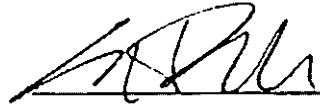
IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be signed by their respective duly authorized Managers as of the date first above written.

**P-R ACQ, LLC**  
(a Rhode Island limited liability company)

By: Peregrine Group, LLC, its sole member

By:   
Name: Colin P. Kane  
Title: President

**Rustpoint Advisory, LLC**  
(a Rhode Island limited liability company)

By:   
Eric J. Busch, its Sole Member