



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

1697447

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SECRETARY OF STATE
CORPORATIONS DIV
2019 JUL -2 AM 10:01

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 *under which entity is organized
	Type Keto LLC	Limited Liability Company	Virginia
	Type Keto LLC 1697447	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:

Type Keto LLC

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

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BY Ch 66806

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

Type Keto LLC

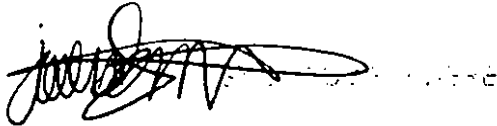
Type or Print Name of Person Signing

Jocelyn Stuart

Title of Person Signing

Co-Owner

Signature



Date

07/02/2019

Type or Print Name of Person Signing

Title of Person of Signing

Signature

[Signature]

Date

Type or Print Entity Name

Type Keto LLC

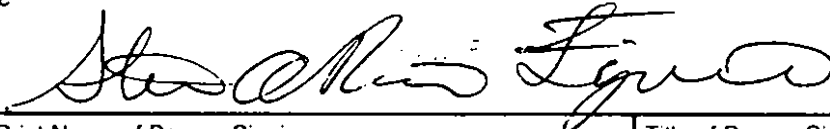
Type or Print Name of Person Signing

Steven Rivera-Figueroa

Title of Person Signing

Co-Owner

Signature



Date

07/02/2019

Type or Print Name of Person Signing

Title of Person Signing

Signature

[Signature]

Date

Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on July 02, 2019 by and between Type Keto LLC, 7520 Woodside Lane, Apt 402, Lorton, Virginia 22079, (the "VA LLC"), and Type Keto LLC of 45 Oak Crest Drive, Riverside, Rhode Island 02915, (the "RI LLC").

On completion of the merger, VA LLC will be dissolved leaving RI LLC as the surviving business which will be known as Type Keto LLC after the merger is complete. The surviving business will be registered in the state of Rhode Island.

RECITALS

VA LLC Dissolving Entity

VA LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Virginia.

RI LLC Surviving Entity

RI LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Rhode Island.

Type Keto LLC Final Entity

Type Keto LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, VA LLC shall be merged with and into surviving entity under the laws of the state of Rhode Island. As a result of the Merger, the separate corporate existence of VA LLC shall cease and the entity shall continue as the surviving business entity Type Keto LLC

Certificate of Merger

RI LLC shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Rhode Island. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which VA LLC holds real property.

Effective Date of Merger

The merger shall be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

Further Assignments or Assurances

If at any time RI LLC considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in RI LLC the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of VA LLC, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in RI LLC, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of VA LLC

The partners or managers of VA LLC agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Assets of RI LLC

The partners or managers of RI LLC agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Conversion

(a) At the effective date of the merger, each interest in VA LLC will be converted into 100 interest[s] of Type Keto LLC.

(b) No fractional interests of Type Keto LLC after merger will be issued to the holders of interests of VA LLC. However, holders who would otherwise be entitled to receive a fraction of an interest of Type Keto LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of VA LLC as of the effective date of the merger.

(c) Each interest of RI LLC will be converted into 100 interest[s] of the new surviving entity (Type Keto LLC) after merger.

(d) No fractional interests of RI LLC before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of RI LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of RI LLC as of the effective date of the merger.

Exchange

If any interest of VA LLC being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of VA LLC have been converted.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 2 Directors. Disappearing entity shall be entitled to nominate 2 members of the Board of Directors of the surviving entity.

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

Applicable Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Rhode Island.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Jocelyn Stuart, Co-Owner, on behalf of Type Keto LLC and by Steven Rivera-Figueroa, Co-Owner on behalf of Type Keto LLC.

This Merger Agreement is executed and agreed to by:

Steven A Rivera-Figueroa

Steven A Rivera-Figueroa

June 27, 2019 at 02:03 pm

Recorded at IP 24.250.36.244

Jocelyn C Stuart

Jocelyn C Stuart

June 27, 2019 at 02:04 pm

Recorded at IP 24.250.36.244