



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

2019 SEP -3 A 8:37

RECEIVED
R.I. DEPT. OF STATE
BUS SVCS DIV

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 <small>*under which entity is organized</small>
1698121	NSHOF, Inc.	Non-profit	RI
	National Sailing Hall of Fame	Non-profit	MD
	& Museum, Inc.		

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:

NSHOF, Inc.

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:

National Sailing Hall of Fame & Museum, Inc.

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****SEP 03 2019**BY CW SPK80
8:37

g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY
<input checked="checked" type="checkbox"/> Date received (Upon filing) <input type="checkbox"/> 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

NSHOF, Inc.

Type or Print Name of Person Signing

Gustav Carlson

Title of Person Signing

President

Signature

SIGN DOCUMENT HERE

Date

July 25, 2019

Type or Print Name of Person Signing

Douglas L. Lashley

Title of Person of Signing

Secretary

Signature

SIGN DOCUMENT HERE

Date

July 25, 2019

Type or Print Entity Name

National Sailing Hall of Fame & Museum, Inc.

Type or Print Name of Person Signing

Gustav Carlson

Title of Person Signing

President

Signature

SIGN DOCUMENT HERE

Date

July 25, 2019

Type or Print Name of Person Signing

Douglas L. Lashley

Title of Person Signing

Secretary

Signature

SIGN DOCUMENT HERE

Date

July 25, 2019

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.

Form 610 - Revised. 10/2018

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 25th day of July, 2019, by and between the NATIONAL SAILING HALL OF FAME & MUSEUM, INC., a Maryland nonprofit corporation ("Merging Corporation"), and NSHOF, INC., a Rhode Island nonprofit corporation ("Surviving Corporation"). The Surviving Corporation and Merging Corporation are hereinafter referred to collectively as the "Constituent Corporations".

WITNESSETH:

WHEREAS, the Surviving Corporation is a nonprofit corporation duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Merging Corporation is a nonprofit corporation duly organized and existing under the laws of the State of Maryland; and

WHEREAS, the respective boards of directors of the Constituent Corporations deem it in the best interest of their organizations and consistent with each organization's purpose and mission that the Constituent Corporations merge and, the respective boards of directors have duly approved and authorized this Agreement; and

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

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

Section 1. Name of Surviving Corporation. Upon completion of the merger the name of the Surviving Corporation shall be changed to "National Sailing Hall of Fame & Museum, Inc."

Section 2. Office of Surviving Corporation. The principal office of the Surviving Corporation in Rhode Island shall be located at 365 Thames Street, Newport, Rhode Island 02840. The registered office, and name of the registered agent at such office, of the Surviving Corporation in Rhode Island shall be John R. Gowell, Esq., Pannone Lopes Devereaux & O'Gara LLC, 1301 Atwood Avenue, Suite 215N, Johnston, Rhode Island 02919, with the same address as the principal office.

Section 3. Purposes of Surviving Corporation. The purposes and mission set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

Section 4. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall remain in effect.

Section 5. By-Laws of Surviving Corporation. The By-Laws of the Surviving Corporation, shall be and remain and continue to be the By-Laws of the Surviving Corporation until they shall be altered, amended or repealed as therein provided.

Section 6. Officers. The persons who are the officers of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be the officers of the Surviving Corporation, as follows:

President	Gustav Carlson
Vice President	Tom Whidden
Treasurer	Philip A. Lotz
Secretary	Douglas L. Lashley

Section 7. Board of Directors. The persons who are the members of the board of directors of the Surviving Corporation on the effective date of the merger shall be and remain the directors of the Surviving Corporation, as follows:

Gustav Carlson
Tom Whidden
Philip A. Lotz
Douglas L. Lashley

Section 8. Effective Date of Merger.

(a) This Agreement and the merger herein provided for shall become effective on the date the Articles of Merger have been filed in both Rhode Island and Maryland.

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation 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 Merging Corporation shall be continued in and be merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

Section 9. Effect of Merger. Upon this merger becoming effective:

(a) The Surviving Corporation 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 Corporations, except as otherwise herein provided, and except as otherwise provided by law;

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

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the

Constituent Corporations, all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and all debts, liabilities, obligations and duties of the Merging Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

Section 10. Covenants.

(a) Negative Covenants. Between the date hereof and the effective date of the merger, the Constituent Corporations will not, except with the prior written approval of the other:

- (i) incur any liability (absolute or contingent) except current liabilities incurred in the ordinary course of business;
- (ii) discharge or satisfy any lien or incumbrance or pay any liability other than current liabilities incurred in the ordinary course of business;
- (iii) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible;
- (iv) sell or transfer any of its tangible assets or cancel any debts to it or claims except in each case in the ordinary course of business; or
- (v) enter into other transaction other than in the ordinary course of business.

(b) Affirmative Covenants. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 9 hereof and otherwise to carry out the intent and purposes of this Agreement.

Section 11. Expenses of Merger. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

Section 12. Abandonment of Merger. This Agreement has been submitted to and approved by the boards of directors of the Constituent Corporations at meetings that were duly noticed and held. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective without further action or approval by the board of directors of any one of the Constituent Corporations:

- (a) By mutual consent of the board of directors of the Constituent Corporations; or

(b) By the board of directors of any one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

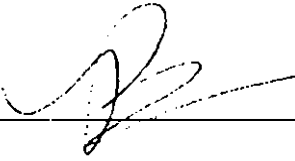
(c) By the board of directors of any one of the Constituent Corporations if the other Constituent Corporation breaches any covenant contained in this Agreement, or if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets or the merger which, in the judgment of such board of directors, renders it inadvisable to proceed with the merger.

Section 13. Miscellaneous. For the convenience of the Constituent Corporations and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

(The remainder of this page has been intentionally left blank)

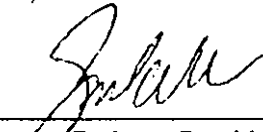
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first above written.

WITNESS:



SURVIVING CORPORATION:


NSHOF, INC.

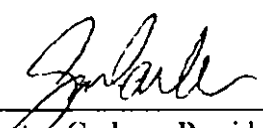
By: 

Gustav Carlson, President

MERGING CORPORATION:

NATIONAL SAILING HALL OF FAME &
MUSEUM, INC.



By: 

Gustav Carlson, President



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:

September 03, 2019 08:37 AM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

