

Filing Fee: \$100.00
(Domestic Survivor/New Corporation)

Corp. ID # _____

Filing Fee: \$150.00
(Foreign Survivor/New Corporation)

☐ MERGER
☐ CONSOLIDATION



State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE
CORPORATIONS DIVISION
100 NORTH MAIN STREET
PROVIDENCE, RI 02903-1335

**ARTICLES OF MERGER OR CONSOLIDATION
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO**

H&B Forwarding, Inc.

.....
(Name of the surviving or new corporation)

Pursuant to the provisions set forth in Section 7-1.1-70 of the General Laws, 1956, as amended, the undersigned domestic and foreign corporations adopt the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one corporation:

FIRST: The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

Name of Corporation

State

H&B Forwarding, Inc.

Maryland 92207

H&B Forwarding, Inc.

Rhode Island

103233

SECOND: The laws of the State under which such foreign corporation is organized permit such merger or consolidation.

THIRD: The name of the surviving or new corporation is H&B Forwarding, Inc.

.....
and it is to be governed by the laws of the State of Rhode Island

FOURTH: The following Plan of Merger or Consolidation was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized:

(Insert Plan of Merger or Consolidation)

See Exhibit A Attached Hereto

FILED
NOV 4 1998
BY [Signature]
2/3/23

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

Name of Corporation	Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
H&B Forwarding, Inc. (Maryland Corporation)	150		NONE
H&B Forwarding, Inc. (Rhode Island corporation)	150		NONE

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	NUMBER OF SHARES				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
H&B Forwarding, Inc. (Maryland corp.)	150	-0-		NONE	
H&B Forwarding, Inc. (Rhode Island corp.)	150	-0-		NONE	

SEVENTH: If the surviving or new corporation is to be governed by the laws of any other state, such surviving corporation hereby: (a) agrees that it may be served with process in the State of Rhode Island in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving or new corporation; (b) irrevocably appoints the Secretary of State of Rhode Island as its agent to accept service of process in any such proceeding, and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, with respect to the rights of dissenting shareholders.

Dated November 4, 19 98

H&B Forwarding, Inc. (Maryland corp.)

Corporate Name

By Bonnie Arpin
Signature of ☒ President or ☐ Vice-President

and Roger Beauchesne
Signature of ☒ Secretary or ☐ Assistant Secretary

H&B Forwarding, Inc. (RI Corp.)

Corporate Name

By Bonnie Arpin
Signature of ☒ President or ☐ Vice-President

and Roger Beauchesne
Signature of ☐ Secretary or ☐ Assistant Secretary

STATE OF Rhode Island

} Sc.

COUNTY OF Kent

At West Warwick in said County on the 4th day
of October ~~November~~ 19 98, before me personally appeared Bonnie Arpin and
Roger Beauchesne, who being by me first duly sworn, declared that he/she is the
President and Secretary, respectively of H&B Forwarding, Inc., a Rhode Island corporation
that he/she signed the foregoing document as such President and Secretary of the
corporation, and that the statements therein contained are true.

Michael F. Kilborn
Notary Public

(NOTARIAL SEAL)

STATE OF Rhode Island

} Sc.

COUNTY OF Kent

At West Warwick in said County on the 4th day
of November 19 98, before me personally appeared Bonnie Arpin and
Roger Beauchesne, who being by me first duly sworn, declared that he/she is the
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corporation, and that the statements therein contained are true.

Michael F. Kilborn
Notary Public

(NOTARIAL SEAL)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 4, 1998 is by and between H & B FORWARDING, INC., a Rhode Island corporation (the "Surviving Corporation") and H & B FORWARDING, INC., a Maryland corporation (the "Merged Corporation") (the Merged Corporation and Surviving corporation are sometimes hereinafter referred to collectively as the "Constituent Corporations").

WHEREAS, the Merged Corporation is a Maryland corporation, its Articles of Incorporation having been filed in the office of the Maryland State Department of Assessments and Taxation on March 26, 1993; and

WHEREAS, the Merged Corporation has authorized capital stock consisting of One Thousand (1000) shares of Common Stock; and

WHEREAS, the Surviving Corporation is a Rhode Island corporation, its Articles of Incorporation having been filed in the office of the Secretary of State of Rhode Island on November 4, 1998; and

WHEREAS, the Surviving Corporation has authorized capital stock of Eight Thousand (8,000) shares of \$0.01 par value Common Stock; and

WHEREAS, the Board of Directors and all of the shareholders of each of the Constituent Corporations, deem it advisable that the Constituent Corporations merge and have duly approved and authorized the form of this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Maryland and the State of Rhode Island permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged 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 manner of carrying it into effect are and shall be as follows:

Section 1. Name of Surviving Corporation. The corporate existence of the Surviving Corporation shall continue under the name of H & B Forwarding, Inc.

Section 2. Purposes of Surviving Corporation. The purposes 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 and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

Section 3. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall not be amended in any respect by reason of this Agreement and Plan of Merger.

Section 4. By-Laws of Surviving Corporation. The By-laws of the Surviving Corporation, as they shall exist on the effective date of the merger, 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 5. Directors and Officers. Persons who are directors or officers of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be directors and officers of the Surviving Corporation until their respective successors are duly named and qualified.

Section 6. Effective Date of Merger.

(a) For all purposes under 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 Rhode Island Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) said Articles of Merger shall have been filed in the office of the Secretary of State of Rhode Island.

(b) For purposes of the laws of the State of Maryland, this Agreement and Plan of Merger and the merger herein provided for shall become effective, and the separate existence of the Merged Corporation shall cease except insofar as it may be continued by statute or operation of law, 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 Maryland and Maryland Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws (ii) said Articles of Merger shall have been filed in the office of the Maryland Department of Assessments and Taxation.

(c) 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 Corporations shall so become a single corporation is the effective date of the merger.

(d) 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 October 31, 1998.

Section 7. Manner and Basis of Converting Shares. Immediately upon the effective date of the merger, each shareholder of the Merged Corporation will exchange each of his or her shares of capital stock of the Merged Corporation for one (1) share of the capital stock of the Surviving Corporation and, thereupon, the shares of stock of the Merged Corporation shall cease to exist and shall be deemed cancelled, retired and eliminated. Except as set forth above, no cash or shares or other securities or obligations will be distributed, or issued upon conversion or cancellation of the shares of the Merged Corporation.

Section 8. Effect of Merger. Upon this merger becoming effective:

(a) 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 Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

(b) 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;

(c) 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

(d) 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, but all rights of creditors and all liens upon any property of either of the Constituent Corporations 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 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 for by it.

Section 9. Delivery of Deeds and Instruments. 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 deeds and other instruments and shall make, 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 8 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

Section 10. Expenses of Merger. The Surviving Corporation shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger.

Section 11. Abandonment of Merger. This Agreement and Plan of Merger shall be submitted to the directors and shareholders of the Merged Corporation and the Surviving Corporation as provided by the applicable laws of the States of Rhode Island and Maryland; and upon the approval and adoption thereof, in the manner provided by such laws, by the members of the Boards of Directors and holders of the outstanding shares of capital stock of the Merged Corporation and the Surviving Corporation, shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval by the shareholders of either of the Constituent Corporations:

(a) By mutual consent of the Boards of Directors of the Constituent Corporations;
or

(b) By the Board of Directors of either 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 either one of the Constituent Corporations 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, renders it inadvisable to proceed with the merger.

Section 12. Service of Process. Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the State of Maryland in any proceeding for enforcement of any obligation of the Merged Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merged Corporation against the Surviving Corporation. The Surviving Corporation shall irrevocably appoint the Secretary of State of the State of Maryland as its agent upon whom may be served any notice, process or pleading in any such action or proceeding; provided, however, that such appointment shall not be effective until the merger herein contemplated becomes effective.

Section 13. Dissenting Shareholders. The Surviving Corporation shall promptly pay to the dissenting shareholders of the Merged Corporation the amount, if any, to which they shall be entitled under the provisions of the Maryland Corporation Law with respect to the rights of dissenting shareholders.

Section 14. Tax Matters. For federal tax purposes, the merger effected hereby is a corporate reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

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

SURVIVING CORPORATION:

H & B FORWARDING, INC.

By Bonnie Arpin
Bonnie Arpin
President

MERGED CORPORATION:

H & B FORWARDING, INC.

By Bonnie Arpin
Bonnie Arpin
President