



8. If adding or amending additional provisions, complete the following section:

Check the box to indicate an attachment

Check the box to indicate no change

9. As required by RIGL 7-1.2-105, the entity has paid all fees and taxes.

10. Date when these Articles of Amendment will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (Date must be no more than 90 days from the date of filing) \_\_\_\_\_

*Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.*

Type or Print Name of Authorized Officer of the Corporation

Date

Steven F. Elliott, Jr.

1/27/2020

Signature of Authorized Officer of the Corporation



SIGN DOCUMENT HERE

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Allstate Sandblasting, Inc. with a principal place of business located at 81 Cherokee Bend, Charlestown, Rhode Island, (the "Seller") in consideration of the sum of \$100,000.00 and of the terms and conditions of the Purchase and Sales Agreement by and between the Seller and ELCO-TWO, INC., a Rhode Island corporation of North Kingstown, Rhode Island, dated January 27, 2020, in consideration paid by ELCO-TWO, INC., the receipt whereof is hereby acknowledged, does hereby bargain, sell and deliver unto said Buyer, all the assets of the business known as Allstate Sandblasting, Inc. which, without limitation, includes all operating assets, vehicles, personal property, furniture, inventory, machinery, equipment, small tools, computers (hardware and software) office equipment, name, telephone numbers, goodwill, and all general intangibles of any variety thereof, including without limitation, all accounts receivable as referenced in a certain Purchase and Sales Agreement dated January 27, 2020, as well as all rights under any certain contract and licenses to conduct a sandblasting and painting business identified as Allstate Sandblasting, Inc., and all right, title and interest in the intellectual property of Seller, its web page, domain names and licenses in regard to the web page and domain names, telephone numbers, guarantees and warranties, permits and licenses similarly owned and used by seller in connection with its business.

TO HAVE AND TO HOLD, all and singular the said goods and chattels to Buyer, its<sup>and</sup> successors and assigns, to its own use and behoof forever.

And Seller hereby covenants with Buyer that it is the lawful owner of said assets; that it is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.,

By acceptance of delivery of this instrument, Buyer acknowledges that (i) it has inspected the assets to be sold hereunder, (ii) it is not relying upon any warranty (other than warranty as to title), statement or representation, express or implied, made by or on behalf of Seller, as to their

condition or as to their suitability for any particular use not expressly set forth in that certain agreement entitled Asset Purchase Agreement dated January 27, 2020.

Allstate Sandblasting, Inc.  
By: [Signature]  
Stephanie Pamula, President

ELCO-TWO, INC.  
By: [Signature]  
Steven F Elliott, Jr., President

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the day 28 of January, 2020, before me personally appeared Stephanie Pamula, President of Allstate Sandblasting, Inc., to me known, and known by me to be the party executing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed individually, his free act and deed in said capacity and the free act and deed of said Allstate Sandblasting, Inc.

[Signature]  
Notary Public  
My commission expires: 10/31/2023

MARY-BETH ELLIOTT  
Notary Public  
State of Rhode Island

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

In Providence on the day 28 of January, 2020, before me personally appeared Steven F. Elliott, Jr., President of ELCO-TWO, INC., to me known, and known by me to be the party executing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed individually, his free act and deed in said capacity and the free act and deed of said ELCO-TWO, INC.

[Signature]  
Notary Public  
My commission expires: 10/31/2023

MARY-BETH ELLIOTT  
Notary Public  
State of Rhode Island

January 27, 2020

State of Rhode Island  
Secretary of State's Office  
Corporations Division  
148 W River Street  
Providence, RI 02904

Re: Allstate Sandblasting, Inc.

To Whom It May Concern:

Please be advised that I am the current President of Allstate Sandblasting, Inc., a Rhode Island corporation. It is our desire to authorize the release of our name to ELCO-TWO, INC. as they are purchasing our business assets and wish to continue to use the name of Allstate Sandblasting, Inc. in their business for the purchase of sandblasting and painting.

Very truly yours,

Allstate Sandblasting, Inc.

Stephanie Pamula, President

