



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

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 BUS SVCS DIV
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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 entry is organized
001668788	Alcinous Pharmaceuticals, LLC	LLC	RI
	Alcinous Pharmaceuticals, Inc.	Corporation	DE

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:

Alcinous Pharmaceutical, Inc.

which is to be governed by the laws of the state of:

Delaware

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:

Nicholas A. DaSilva, CEO, c/o Howell Legal Inc., 19 Bassett St., Ste. 220, Providence, RI 02903

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

APR 14 2020

BY 78MBH
A.A. 10:22AM

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:

14 Bicknell Avenue, 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

Alcinous Pharmaceuticals, LLC

Type or Print Name of Person Signing

Nicholas A. DaSilva

Title of Person Signing

Managing Member

Signature

Nicholas A. DaSilva SIGN DOCUMENT HERE

Nicholas A. DaSilva (Apr 9, 2020)

Date

Apr 9, 2020

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Nicholas A. DaSilva SIGN DOCUMENT HERE

Nicholas A. DaSilva (Apr 9, 2020)

Date

Apr 9, 2020

Type or Print Entity Name

Alcinous Pharmaceuticals, Inc.

Type or Print Name of Person Signing

Nicholas A. DaSilva

Title of Person Signing

Chief Executive Officer

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of Mar 26, 2020, between Alcinous Pharmaceuticals, LLC, a limited liability company organized under the laws of the State of Rhode Island (the "LLC"), and Alcinous Pharmaceuticals, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation", together with the LLC the "Constituent Companies"). The LLC is hereinafter also sometimes referred to as the "Merged Company" and the Corporation is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that the LLC be merged with and into the Corporation under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Delaware General Corporation Law and the Rhode Island Limited Liability Company Act;

WHEREAS, by its Certificate of Incorporation, the Corporation has an authorized capital stock consisting of consisting of five million (5,000,000) shares of Common Stock, \$0.00001 par value per share (the "Common Stock"), 2,444,805 shares of which are outstanding;

WHEREAS, the membership percentage interests of the LLC, all of which are entitled to vote, (the "LLC Interests") are as follows:

Kenneth N. Rose	36.9%
Nicholas A. DaSilva	35.1%
Benjamin J. Barlock	18.0%
David R. Worthen	10.0%

WHEREAS, the registered office of the LLC in the State of Rhode Island is 14 Bicknell Avenue, Rumford, Rhode Island 02916 and the registered office of the Corporation in the State of Delaware is located at 1201 North Market Street, 18th Floor, Post Office Box 1347, in the City of Wilmington, County of New Castle, Delaware 19801.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the Effective Time, the LLC shall be merged into the Corporation and the Corporation shall be the Surviving Corporation. The separate existence of the LLC shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Corporation.

SECOND: This Agreement and Plan of Merger shall become effective on the date when

any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Rhode Island Limited Liability Company Act and the Delaware General Corporation Law are accepted for filing by the appropriate office of the State of Rhode Island and the State of Delaware, respectively. The time of such effectiveness is hereinafter called the "Effective Time". The date on which the Effective Time occurs is referred to herein as the "Effective Date".

THIRD: The Certificate of Incorporation of the Corporation shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended, or repealed as provided therein or in accordance with the law.

FOURTH: The purpose of the Surviving Corporation shall be to research and develop pharmaceuticals; and to do any and all acts and things permitted to be done by a corporation within the State of Delaware, pursuant to the provisions of the Delaware General Corporation Law.

FIFTH: The terms and conditions of the merger are as follows:

(a) On the Effective Date, the LLC Interests shall automatically, by virtue of the merger, convert into Common Stock as follows:

Shareholder Name	Common Stock
Kenneth N. Rose	369 Shares
Nicholas A. DaSilva	351 Shares
Benjamin J. Barlock	180 Shares
David R. Worthen	100 Shares

and all of the LLC Interests existing prior to the merger shall thereafter terminate and cease to exist.

(b) The Bylaws of the Surviving Corporation in effect prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be altered, amended, and repealed as therein provided or in accordance with law.

(c) The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

(d) At and after the Effective Time, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities, and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liability, and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors or managers of each of the Constituent Companies against all such debts, liabilities, and duties and against all claims and demands arising out of the merger.

(e) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and managers of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(f) This Agreement and Plan of Merger shall be submitted to the members of the Merged Company and the stockholders of the Surviving Corporation as and to the extent provided by law.

(g) This Agreement and Plan of Merger may be terminated or abandoned by (i) either of the Constituent Companies, acting by its respective Board of Directors (in the case of the Corporation) or Managers (in the case of the LLC), at any time prior to its adoption by its respective stockholders (in the case of the Corporation) or members (in the case of the LLC) as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its respective Board of Directors or Managers, at any time after such adoption by such stockholders or members and prior to the Effective Time. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and

there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or their respective Board of Directors or Managers, stockholders or members.

(h) All acts, plans, policies, approvals, and authorizations of the LLC, its managers, members, committees elected or appointed by its managers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the LLC.

(i) From and after the Effective Time, the officers and directors of the Surviving Corporation are hereby authorized in the name of the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement and Plan of Merger.

SIXTH: The Surviving Corporation agrees to appoint, and hereby appoints irrevocably, the Secretary of the State of Rhode Island as its true and lawful attorney upon whom all lawful process in any action or proceeding in the State of Rhode Island may be served as provided pursuant to Rhode Island Limited Liability Company Act §7-16-64. Such process shall be mailed to:

Nicholas A. DaSilva, CEO
c/o Howell Legal Inc.
19 Bassett Street, Suite 220
Providence, RI 02903

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

Alcinous Pharmaceuticals, LLC
a Rhode Island limited liability company

Nicholas A. DaSilva
Nicholas A. DaSilva (Mar 26, 2019)

Nicholas A. DaSilva, Member

Kenneth Rose

Kenneth N. Rose, Member

Benjamin J. Barlock
Benjamin J. Barlock (Mar 26, 2019)

Benjamin J. Barlock, Member

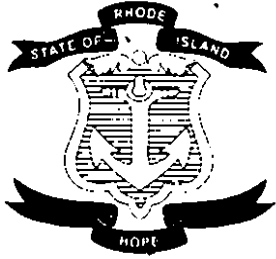
David R. Worthen
David R. Worthen (Mar 26, 2019)

David R. Worthen, Member

Alcinous Pharmaceuticals, Inc.
a Delaware corporation

Nicholas A. DaSilva
By: Nicholas A. DaSilva (Mar 26, 2019)

Nicholas A. DaSilva, CEO



STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

THEODORE B. HOWELL, ESQ.
305 PENDAR ROAD
NORTH KINGSTOWN, RI 02852

I.D.# 1668788

LETTER OF GOOD STANDING

It appears from our records that **Alcinous Pharmaceuticals, LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **Alcinous Pharmaceuticals, LLC** is in good standing with the Rhode Island Division of Taxation as of **04/03/2020**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above-named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

Very truly yours,

DANNY PACHECO
Supervising Revenue Officer

Neena Savage
Tax Administrator

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2020 APR 17 A 10:22

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DLN: 10007902687



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:

April 14, 2020 10:22 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

