



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

RECEIVED  
 RI DEPT. OF STATE  
 BUS SVCS DIV  
 2020 MAY 22 AM 11:57

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 <small>under which entity is organized</small>
000954561	LAUGHING GULL CHOCOLATES, L3C	LLC	RI
	LAUGHING GULL CHOCOLATES, LLC	LLC	NY

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:

LAUGHING GULL CHOCOLATES, LLC

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

NEW YORK

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:

1868 E. Main St., Rochester, NY 14609

#### MAIL TO:

Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: [www.sos.ri.gov](http://www.sos.ri.gov)

**FILED**

MAY 22 2020

BY A. E. YD3  
 A.A. 11:57 AM.

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

LAUGHING GULL CHOCOLATES, L3C

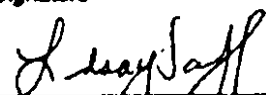
Type or Print Name of Person Signing

Lindsay Tarnoff

Title of Person Signing

Manager

Signature



SIGN DOCUMENT HERE

Date

3/5/2020

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

LAUGHING GULL CHOCOLATES, LLC

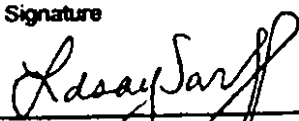
Type or Print Name of Person Signing

Lindsay Tarnoff

Title of Person Signing

Manager

Signature



SIGN DOCUMENT HERE

Date

3/5/2020

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of this 17<sup>th</sup> day of March, 2020, and is by and between Laughing Gull Chocolates, LLC, a limited liability company formed under the laws of the State of New York (the "Surviving Company"), and Laughing Gull Chocolates, L3C, a limited liability company formed under the laws of the State of Rhode Island (the "Merged Company").

### ARTICLE I THE MERGER

1.1 Agreement to Merge. Subject to the terms and conditions of this Agreement, the Merged Company shall be merged with and into the Surviving Company (the "Merger").

1.2 Certificate of Merger. The appropriate officers of the Merged Company and of the Surviving Company shall execute this Agreement to effect the Merger pursuant to applicable law, and the Surviving Company shall deliver for filing a Certificate of Merger to the Office of the Secretary of State of the State of New York and to the Office of the Secretary of State of the state of Rhode Island.

1.3 Approvals. This Agreement has been approved by the members of the Merged Company and the Surviving Company.

### ARTICLE II EFFECTS OF THE MERGER

2.1 Surviving Company. The Surviving Company shall be the Surviving Company.

2.2 Transfer of Assets and Assumption of Liabilities. All of the membership units, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of the Merged Company shall vest in the Surviving Company without further act or deed. Thereafter, the Surviving Company shall be liable for all debts, obligations, liabilities and penalties of the Merged Company as though each such debt, obligation, liability or penalty had been originally incurred by the Surviving Company.

2.3 Cancellation of Membership Units of the Merged Company. The outstanding membership units of the Merged Company shall automatically, by operation of law and without any action by the holder thereof, be cancelled and shall cease to exist.

2.4 Further Acts. If, at any time, the Surviving Company shall consider or be advised that any further assignments or assurances of law or any other things are necessary or desirable to vest in the Surviving Company, according to the terms hereof, the title to any property or rights of the Merged Company, the proper individuals of the Merged Company shall and will execute and make all such proper assignments and assurances and do all things necessary or

proper to vest title in such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement.

2.5 Officers and Managers. The officers and managers of the Surviving Company shall continue in office until their successors are duly elected and qualified.

2.6 Certificate of Formation and Operating Agreement. The Certificate of Formation and Operating Agreement of the Surviving Company, as they shall exist on the effective date of the Merger, shall be the Certificate of Formation and Operating Agreement of the Surviving Company until the same shall be altered, amended, or repealed as therein provided.

2.7 Effective Date and Time. The effective date of the Merger shall be upon the filing of the Certificate of Merger.

2.8 Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned by action authorized by the Managers of the Surviving Company at any time prior to the effective date of the Merger.

### ARTICLE III MISCELLANEOUS

3.1 Amendment. This Agreement may be amended only by a writing executed by the Surviving Company and the Merged Company.

3.2 Waiver of Compliance. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3.3 Entire Agreement. This Agreement, including any documents, schedules, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

3.4 Assignment. This Agreement and all obligations and rights of the parties hereunder may not be assigned by either party.

3.5 Governing Law. This Agreement shall be governed by the laws of the State of New York without reference to its principles of conflicts of law.

3.6 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in

any way affect the meaning or interpretation of this Agreement. Article and section references which do not otherwise specify are to the designated article or section of this Agreement.

3.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. All provisions of this Agreement shall be enforced to the full extent permitted by law.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which, when taken together, shall constitute the entire agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed  
by a duly authorized officer as of the date first above written.

**SURVIVING COMPANY:**

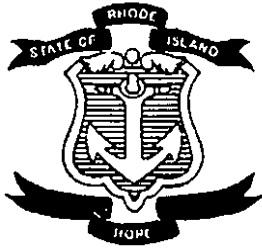
**Laughing Gull Chocolates, LLC,  
a New York limited liability company**

By: Lindsay Harnett  
Name: Lindsay Harnett  
Title: Member

**MERGED COMPANY:**

**Laughing Gull Chocolates, LLC,  
a Rhode Island limited liability company**

By: Lindsay Harnett  
Name: Lindsay Harnett  
Title: Member



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

AYA HOFFMAN  
1300 CLINTON SQ  
ROCHESTER, NY 14604-1707

I.D.# 954561

## LETTER OF GOOD STANDING

It appears from our records that LAUGHING GULL CHOCOLATES L3C has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date.

LAUGHING GULL CHOCOLATES L3C is in good standing with the Rhode Island Division of Taxation as of 05/19/2020. 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,

IAN BEAUREGARD  
Supervising Revenue Officer

Neena Savage  
Tax Administrator

RECEIVED  
R.I. DEPT. OF STATE  
BUS SVCS DIV  
2020 MAY 22 AM 11:57

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DLN: 10008063953





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:

May 22, 2020 11:57 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*

