



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

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R.I. DEPT. OF STATE
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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

Pursuant to the provisions of RIGL Title 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 entity is organized
1676939	The Seyboth Team Real Estate, Inc.	Business Corporation	Rhode Island
	The Seyboth Team Real Estate, Inc.	Business Corporation	Massachusetts

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:

The Seyboth Team Real Estate, Inc.

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

Massachusetts

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:

N/A

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

Orson and Brusini Ltd., 144 Wayland Avenue, Providence, RI 02906

MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.state RI.gov

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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 CHAPTER 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 Chapter 7-1.2.
b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-12(b), the corporation has paid all fees and taxes. [Note: Tax status can be verified at taxportal.mecw]
c. 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: N/A
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): N/A
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 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 non-profit 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 CHAPTER 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: 235 Taunton Avenue, Seekonk, MA 02771
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
c. An original Letter of Good Standing issued by the RI Division of Taxation must accompany these Articles of Merger or Consolidation.

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8 the limited liability company has paid all fees and taxes. [Note: Tax status can be verified at taxportal.ri.gov]

SECTION VI: 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

The Seyboth Team Real Estate, Inc.

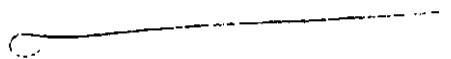
Type or Print Name of Person Signing

Kyle F. Seyboth

Title of Person Signing

President

Signature



Date

as of July 1, 2020

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

The Seyboth Team Real Estate, Inc.

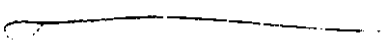
Type or Print Name of Person Signing

Kyle F. Seyboth

Title of Person Signing

President

Signature



Date

as of July 1, 2020

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

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.

2020-07-01 10:00:00

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of the 1st day of July, 2020 by and between **The Seyboth Team Real Estate, Inc.**, a Massachusetts corporation having its principal place of business located at 235 Taunton Avenue, Seekonk, MA 02771 ("STREMA") and **The Seyboth Team Real Estate, Inc.**, a Rhode Island corporation having its principal place of business located at 2 Charles Street Building C, 3rd Floor, Providence, RI 02904 ("STRERI").

WHEREAS, STREMA is a corporation duly incorporated pursuant to the laws of the Commonwealth of Massachusetts on June 24, 2020, having authorized capital stock of Eight Thousand (8,000) shares, all of which are common, having \$.01 par value, and of which One Hundred (100) such shares are currently issued and outstanding;

WHEREAS, STRERI is a corporation duly incorporated pursuant to the laws of the State of Rhode Island on September 6, 2017, having authorized capital stock of Eight Thousand (8,000) shares, all of which are common, having \$.01 par value, and of which One Hundred (100) such shares are currently issued and outstanding;

WHEREAS, the shareholders and directors of STREMA and STRERI deem it advisable, for the general welfare and advantage of said corporations and of the shareholders and directors of said corporations that STRERI merge into STREMA, with STREMA being the survivor thereof; and

WHEREAS, Massachusetts General Laws Chapter 156D, Section 1102 and Rhode Island General Laws § 7-1.2-1001 provide for the merger of domestic and foreign corporations on certain terms and conditions.

NOW THEREFORE, the parties hereto agree in accordance with the General Laws of the Commonwealth of Massachusetts that STREMA and STRERI shall be merged into a single corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code with said STREMA being the surviving corporation of said merger, and that the terms and conditions of said merger and the mode of carrying said merger into effect shall be as set forth below.

1. Corporate Existence of Surviving Corporation. Except as otherwise specifically set forth in this Agreement, the identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of STREMA shall continue unaffected and unimpaired by the within merger, and the corporate identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of STRERI shall be merged into STREMA, and STREMA shall be fully vested with each of the foregoing.

2. Effective Date of Merger and Agreement. STREMA and STRERI intend for the merger contemplated by this Agreement to effectuate a so-called re-incorporation, whereby a corporation changes its state of domesticity (in this case from Rhode Island to Massachusetts) with the survivor of the merger (STREMA in this case) succeeding to both the Employer Identification Number ("EIN") and Subchapter S Election of the non-survivor of the merger (STRERI in this case) such that STREMA shall not need to apply for a new EIN or make a new Subchapter S-Election instead only notifying the Internal Revenue Service of the within re-incorporation. The effective date of this Agreement and of the merger contemplated hereunder shall be as of July 1, 2020 (the "Effective Date of Merger"). On the Effective Date of Merger, the separate existence of STRERI, accepting only those matters which may be continued by statute, if any, shall cease, and STRERI and STREMA shall become a single corporation, namely STREMA (the "Surviving Corporation").

3. Amendment of Articles of Incorporation of the Surviving Corporation. Upon the Effective Date of Merger, the Articles of Incorporation of the Surviving Corporation shall be and shall remain unchanged. Article Six of the Articles of Incorporation of Surviving Corporation shall remain unchanged.

4. Bylaws of Surviving Corporation. The bylaws of STREMA as they exist on the Effective Date of Merger shall be and remain the bylaws of the Surviving Corporation until they shall be respectively altered, amended, or repealed.

5. Directors and Officers of Surviving Corporation. The names and addresses of the initial directors and officers of the Surviving Corporation, who shall hold office until their successors are duly elected and qualified, are as follows:

Director: Kyle F. Seyboth

Officers:

President: Kyle F. Seyboth

Vice President: None

Secretary: Walter J. Manning

Treasurer: Kyle F. Seyboth

6. Manner of Converting Shares of STRERI into Shares of Surviving Corporation. The issued and outstanding shares of stock of STRERI shall, as of the Effective Date of Merger, cease to exist pursuant to Massachusetts General Laws Chapter 156D, Section 1102 and Rhode Island General Laws § 7-1.2-1001. The issued and outstanding shares of stock of STRERI shall be converted into shares of Surviving Corporation such that each such share of STRERI shall be converted into and exchanged for One (1) share of Surviving Corporation. After the Effective Date of Merger, each holder of stock of STRERI shall surrender all such shares of stock in STRERI to Surviving Corporation and shall be issued new certificates for shares of stock in Surviving Corporation in accordance with the above referenced conversion formula.

7. Miscellaneous Provisions.

7.1. Pursuant to Massachusetts General Laws Chapter 156D, Section 1102 and Rhode Island General Laws § 7-1.2-1001, this Agreement and the merger contemplated hereunder have been adopted by the unanimous affirmative vote of the shareholders and directors of STRERI and STREMA entitled to vote thereon. A copy of this Agreement together with a copy of Massachusetts General Laws Chapter 156D, Section 11.02 and Rhode Island General Laws § 7-1.2-1001 has been provided to each shareholder of STRERI and of STREMA. Said shareholders and directors of both STRERI and STREMA have duly authorized execution of duplicate original Articles of Merger by the President and the Secretary of each said corporation, and the filing of such Articles of Merger with the Massachusetts Secretary of State and the Rhode Island Secretary of State. Said shareholders and directors of both STRERI and STREMA have also duly authorized their respective officers to take such further action and to expend such funds as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

7.2. Notwithstanding anything in this Agreement or elsewhere to the contrary, this Agreement may be abandoned at any time prior to the filing of the Articles of Merger contemplated hereunder by action of the shareholders of STRERI or by action of the shareholders of STREMA.

7.3. On the Effective Date of Merger, Surviving Corporation shall, without the necessity of other documents of transfer, succeed to all the rights, capacity, privileges, powers, franchises, and immunities, whether public or private in nature and specifically including title to or ownership of real or personal property of any kind, and be subject to all the liabilities and obligations of STRERI, all of the foregoing as provided by Massachusetts General Laws Chapter 156D, Section 41.02 and Rhode Island General Laws § 7-1.2-1001.

7.4. Surviving Corporation hereby ratifies and confirms that its registered agent and registered office for service of process is as follows: Kyle F. Seyboth, 235 Taunton Avenue, Seekonk, MA 02771.

7.5. Surviving Corporation shall pay all the expenses of carrying out the transactions contemplated by this Agreement and of accomplishing the within merger.

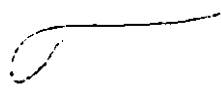
7.6. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized President of STRERI and STREMA as of the day and date first above written.

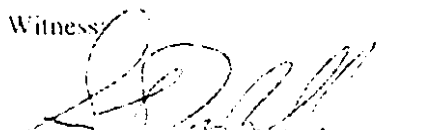
Witness

Name: Kyle F. Seyboth

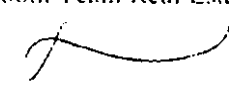
The Seyboth Team Real Estate, Inc. (MA)

By: 

Kyle F. Seyboth, President

Witness

Name: Kyle F. Seyboth

The Seyboth Team Real Estate, Inc. (RI)

By: 

Kyle F. Seyboth, President