



State of Rhode Island

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
R.I. DEPT. OF STATE
BUS SVCS DIV
2021 APR 30 P 12:00

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
000551294	RI Communities for Addiction Recovery	Domestic Non Profit Corp.	RI
	Efforts, Inc.		
001680046	REST	Domestic Non Profit Corp.	RI

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:

RI Communities for Addiction Recovery Efforts, Inc.

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

Rhode Island

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:

N/A

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 30 2021

BY HAZLF
A.A. 12:00pm.

Form 610- Revised: 08/2020

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

☐ Date received (Upon filing) May 1, 2021

☐ 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 § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified at taxportal.ri.gov]

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:

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):

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:

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

RI Communities for Addiction Recovery Efforts **INC.**

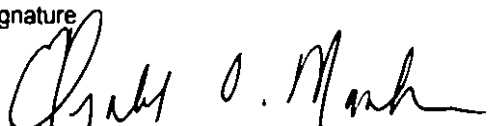
Type or Print Name of Person Signing

Elizabeth O. Manchester

Title of Person Signing

President

Signature



Date

4/28/21

Type or Print Name of Person Signing

Paul Makowski

Title of Person of Signing

Secretary

Signature



Date

4/28/2021

Type or Print Entity Name

REST

Type or Print Name of Person Signing

Laura MacDougall

Title of Person Signing

President

Signature

Date

Type or Print Name of Person Signing

Trevor MacDougall

Title of Person Signing

Secretary

Signature

Date

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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

RI Communities for Addiction Recovery Efforts

Type or Print Name of Person Signing

Elizabeth O. Manchester

Title of Person Signing

President

Signature

Date

Type or Print Name of Person Signing

Paul Makowski

Title of Person of Signing

Secretary

Signature

Date

Type or Print Entity Name

REST

Type or Print Name of Person Signing

Laura MacDougall

Title of Person Signing

President

Signature

Date



4/27/2021

Type or Print Name of Person Signing

Trevor MacDougall

Title of Person Signing

Secretary

Signature

Date



April 27, 2021

Application for Articles of Merger – Section III (b) – Statement of Authority (1 of 2)

RI Communities for Addiction Recovery Efforts, Inc.:

This entity has no members entitled to vote thereon. The plan was adopted at the board of directors meeting on September 10, 2020. The plan received the majority of the vote of the directors in office.

Application for Articles of Merger – Section III (b) – Statement of Authority (2 of 2)

REST:

This entity has no members entitled to vote thereon. The plan was adopted at the board of directors meeting on April 23, 2021. The plan received the majority of the vote of the directors in office.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 29 day of April, 2021 by and between RI Communities for Addiction Recovery Efforts, Inc., a Rhode Island nonprofit corporation (hereinafter referred to as "RI Cares") and REST, a Rhode Island nonprofit corporation (hereinafter referred to as "REST").

WITNESSETH:

WHEREAS, RI Cares is a Rhode Island nonprofit corporation formed pursuant to R.I. Gen. Laws § 7-6-3; and

WHEREAS, REST is a Rhode Island nonprofit corporation formed pursuant to R.I. Gen. Laws § 7-6-3; and

WHEREAS, the respective Boards of Directors of RI Cares and REST (collectively, the "Corporations") have each determined that it is advisable and in their mutual best interests that REST be merged into RI Cares in accordance with the applicable provisions of R.I. Gen. Laws § 7-6-43 (the "Merger"), in order to reduce the overall expenses of operation of the Corporations and for other reasons important to the tax-exempt purposes of the Corporations;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, RI Cares and REST hereby agree that REST shall be merged into RI Cares and that the manner, basis, terms, and conditions of the Merger shall be as follows:

SECTION 1. Merger.

As of the Effective Date (as hereinafter defined), REST shall be merged into RI Cares, the separate existence of REST shall cease, except insofar as it may be continued by statute, and RI Cares shall be the surviving corporation. The identity, existence, powers, objects, franchises, rights and immunities of RI Cares shall be unaffected and unimpaired by the Merger.

SECTION 2. Terms and Conditions. The terms and conditions of the Merger are as follows:

2.1 Bylaws.

The bylaws of RI Cares, as the same exist as of the Effective Date, shall be the bylaws of the surviving corporation until altered, amended or repealed as therein provided.

2.2 Officers.

The officers of RI Cares as of the Effective Date shall continue in office as the officers of the surviving corporation and shall hold office until their respective successors are elected and qualified in accordance with the bylaws of RI Cares.

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2.3 Board of Directors.

The Board of Directors of RI Cares as presently constituted shall continue as the Board of Directors of the surviving corporation, with such changes in the Directors as RI Cares shall make from time to time in accordance with its bylaws.

2.4 Effect of Merger.

As of the Effective Date, all of the estate, property, rights, privileges, powers, franchises and interests of each of the Corporations and all of their property, real, personal and mixed, and all the debts due on whatever account of either of them, as well as all choses in action belonging to either of them, shall be vested in RI Cares as the surviving corporation, without further act or deed, as provided by and in accordance with R.I. Gen. Laws § 7-6-47, as amended.

Without limiting the generality of the foregoing, as of the Effective Date, all claims, demands, property and every other interest of either of the Corporations shall be the property of RI Cares as the surviving corporation, as the same were of each of the Corporations, and title to all real estate vested in either of the Corporations shall not be deemed to revert or to be in any way impaired by reasons of the Merger, but shall be vested in RI Cares as the surviving corporation, subject, however, to all of the liabilities and obligations of REST and the rights of creditors thereof, for which RI Cares as the surviving corporation shall be liable in the same manner and to the same extent as if the surviving corporation had incurred such liabilities and obligations.

SECTION 3. Articles of Organization.

As of the Effective Date, the Articles of Incorporation of RI Cares, shall be the Articles of Incorporation of the surviving corporation until altered, amended or repealed as provided by law and by said Articles of Incorporation.

SECTION 4. Filings, etc.

After this Agreement has been approved by the respective officers of RI Cares and REST and has been duly authorized and adopted by the respective Boards of Directors of RI Cares and REST and upon execution and acknowledgment of the same, Articles of Merger shall be executed and shall be filed, along with a copy of this Agreement as authorized, approved, signed and acknowledged, with the Office of the Secretary of State of Rhode Island, pursuant to R.I. Gen. Laws § 7-6-46, as amended.

Notifications of merger pursuant to major contract, grant, or gift provisions shall be provided consistent with the terms and conditions of those respective documents.

SECTION 5. Additional Assignments.

To the extent permitted or required by law, from time to time as and when requested by RI Cares or by its successors or assigns, REST shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, or shall take, or cause to be taken, such further or other action as the surviving corporation may deem necessary or desirable, in order to vest in and confirm to RI Cares title to, and possession of, any property of REST acquired by reason of or as a result of the Merger, and otherwise to carry out the intent and purposes hereof; and the proper officers of RI Cares are hereby fully authorized in the name of RI Cares or otherwise to take all such actions.


4/27/21

SECTION 6. Effective Date.

The Effective Date shall be May 1, 2021.

SECTION 7. Representations and Warranties

7.1 RI Cares' Representations and Warranties

RI Cares hereby represents and warrants as of the date hereof and until the Effective Date:

- a) RI Cares has made available to REST complete and correct copies of its Articles of Incorporation and Bylaws.
- b) RI Cares has made available to REST complete and correct copies of its financial statements and tax returns for the most recent three fiscal years, and all such financial statements and tax returns are accurate in all material respects.
- c) Since the date of the last financial statement and tax return provided to REST, RI Cares has conducted its operations in the ordinary course, and there has not been any material change in the financial condition, properties or results of RI Cares' operations, except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

7.2 REST Representations and Warranties

REST hereby represents and warrants as of the date hereof and until the Effective Date:

- a) REST has made available to RI Cares complete and correct copies of its Articles of Incorporation and Bylaws.
- b) REST has made available to RI Cares complete and correct copies of its financial statements and tax returns for the most recent two fiscal years, and all such financial statements and tax returns are accurate in all material respects.
- c) Since the date of the last financial statement and tax return provided to RI Cares, REST has conducted its operations in the ordinary course, and there has not been any material change in the financial condition, properties or results of REST's operations, except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

7.3 Tax Representations.

All material tax returns, and tax-exempt organization filings required to have been filed by RI Cares and REST have been filed on a timely basis. All such tax returns are true, correct and complete in all material respects, and all amounts shown as due and payable on such tax returns have been paid. RI Cares and REST represent that they have for all relevant times been operated consistent with that of an exempt organization as defined under Treasury Regulation § 1.501(c)(3)-1.

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7.4 Survival of Representations.

All representations and warranties of the parties set forth in this Agreement or any other certificate or document delivered pursuant to this Agreement shall survive the Effective Date. Covenants, agreements and undertakings of the parties contained in this Agreement to be performed after the Effective Date shall survive until fully performed or fulfilled.

SECTION 8. Covenants

8.3 Labor and Employment Matters

RI Cares and REST covenant that they have complied in all material respects with the legal requirements pertaining to the employment or termination of employment of their respective employees and agents, including all such laws relating to wages, hours, commissions, collective bargaining, unemployment compensation, worker's compensation, nondiscrimination provisions, the payment or withholding of payroll taxes, continuation coverage with respect to group health plans or other employment contracts.

8.4 Employee Benefits

REST shall provide a complete and correct list of all Employee Benefit Plans, as that term is defined in Section 3 of ERISA.

8.5 Material Gifts and Grants

REST shall provide an accounting of material gifts and grants to RI Cares highlighting material compliance terms and donor-imposed restrictions. Proper notice shall be provided to agencies issuing grants prior to the Effective Date. REST and RI Cares covenant that they shall take all steps necessary to obtain appropriate *cy pres* judicial relief and consent from the Rhode Island Attorney General as necessary with respect to donor-restricted gifts that may be impacted by this Agreement.

SECTION 9. Miscellaneous.

9.1 Applicable Law.

This Agreement shall in all respects be governed by the laws of the State of Rhode Island.

9.2 Severability.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any applicable statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this Agreement shall not be affected thereby.

9.3 Further Assurances.

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of the parties hereto.

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4/27/21

9.4 Modification or Amendments.

No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

9.5 Successors and Assigns.

All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

9.6 Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter.

9.7 Captions.

The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

9.8 Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

9.9 Tax Status.

It is anticipated that the merged activities of RI Cares and REST will be exempt from federal income tax pursuant to I.R.C. §501(c)(3). The Directors of the surviving corporation shall take all appropriate measures to reasonably ensure that the merged entity's tax exempt status for federal and state tax purposes is preserved. The exempt purpose of RI Cares shall be expanded consistent with Exhibit 1 to encompass activities carried on by REST.

9.10 Termination.

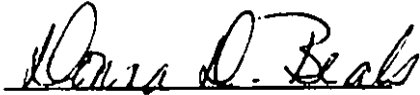
This Agreement may be terminated and the Merger abandoned at any time before the Effective Date by a vote of the majority of the Directors of each of the Corporations.

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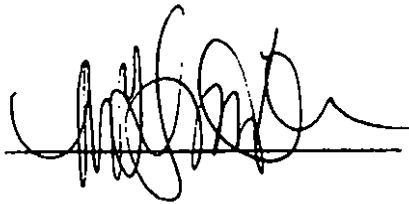
IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed these presents as of the date first set forth above.

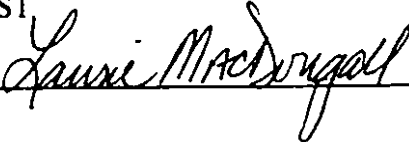
Witness:

Rhode Island Communities for Addiction
Recovery Efforts, Inc.



By: 
Elizabeth Manchester President



REST
By: 

3961451.1/30377-4



State of Rhode Island

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,
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 30, 2021 12:00 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea

Secretary of State

