



State of Rhode Island  
**Department of State - Business Services Division**

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 BUS SVCS DIV

2021 MAY -5 AM 11:01

**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 Z, 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>
	Velocity Labs, LLC	limited liability company	MA
001723329	Velocity Labs, LLC	limited liability company	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: Velocity Labs, LLC			
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 <b>MUST</b> 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](http://www.sos.ri.gov)

**FILED**

MAY 05 2021

By M30DE

Form 610 Revised 08/2020

HA. 11:01 A.M.

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

Velocity Labs, I.I.C (MA LLC)

Type or Print Name of Person Signing

Marc Trachtenberg

Title of Person Signing

Manager

Signature



Date

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Velocity Labs, LLC (RI LLC)

Type or Print Name of Person Signing

Marc Trachtenberg

Title of Person Signing

Manager

Signature



Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of the 5<sup>th</sup> day of May, 2021 by and between **Velocity Labs, LLC**, a Rhode Island limited liability company having its principal place of business located at 300 Centerville Road, Summit South, Suite 400, Warwick, RI 02886 ("VL RI") and **Velocity Labs, LLC**, a Massachusetts limited liability company having its principal place of business located at 77 Converse Street, Wakefield, MA 01880 ("VL MA").

WHEREAS, VL RI is a limited liability company duly organized pursuant to the laws of the State of Rhode Island on May 4, 2021;

WHEREAS, VL MA is a limited liability company duly organized pursuant to the laws of the Commonwealth of Massachusetts on July 3, 2019;

WHEREAS, the members of VL MA and the members of VL RI deem it advisable, for the general welfare and advantage of said limited liability and of the members, as applicable, of said corporations, that VL MA merge into VL RI, with VL RI being the survivor thereof; and

WHEREAS, Rhode Island General Laws § 7-16-21 and Massachusetts General Laws Part I, Title XXII, Ch.156C, §§ 59 and 60 provides for the merger of domestic limited liability companies and foreign limited liability companies on certain terms and conditions.

NOW THEREFORE, the parties hereto agree in accordance with the Rhode Island General Laws and the Massachusetts General Laws that VL RI and VL MA shall be merged into a single limited liability company with said VL RI being the surviving limited liability company 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 Limited Liability Company. Except as otherwise specifically set forth in this Agreement, the identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of VL MA shall continue unaffected and unimpaired by the within merger, and the corporate identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of VL MA shall be merged into VL RI, and VL RI shall be fully vested with each of the foregoing.

2. Effective Date of Merger and Agreement. VL MA and VL RI intend for the merger contemplated by this Agreement to effectuate a so-called re-incorporation, whereby a limited liability company changes its state of domesticity (in this case from Massachusetts to Rhode Island) with the survivor of the merger (Rhode Island in this case) succeeding to both the: (i) Employer Identification Number ("EIN") of the non-survivor of the merger (Massachusetts in this case) such that VL RI shall not need to apply for a new EIN instead only notifying the Internal Revenue Service of the within re-incorporation; and (ii) Subchapter S status granted to VL MA on or about March 4, 2021, such that VL RI shall not need to apply for 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 May 5, 2021 (the "Effective Date of Merger"). On the Effective Date of Merger, the separate existence of VL MA, excepting only those matters which may be continued by statute, shall cease, and VL RI and VL MA shall become a single limited liability company, namely Velocity Labs, LLC (Rhode Island) (the "Surviving Limited Liability Company").

3. Articles of Organization of the Surviving Limited Liability Company. Upon the Effective Date of Merger, the Articles of Organization of the Surviving Limited Liability Company shall remain unchanged unless and until they shall be altered or amended.

4. Operating Agreement of Surviving Limited Liability Company. The operating agreement of Surviving Limited Liability Company as they exist on the Effective Date of Merger shall be and remain the operating agreement of the Surviving Limited Liability Company unless and until they shall be altered, amended, or repealed.

5. Members and Managers of Surviving Limited Liability Company. The sole member and the sole manager of the Surviving Limited Liability Company is:

Member:	Marc Trachtenberg
Manager:	Marc Trachtenberg

6. Miscellaneous Provisions.

6.1. Pursuant to Rhode Island General Laws § 7-1.2-1006 and Massachusetts General Laws Part I, Title XXII, Ch.156C, §59, this Agreement and the merger contemplated hereunder have been adopted by the unanimous affirmative vote of the members of VL MA and the unanimous affirmative vote of the members of VL RI entitled to vote thereon. A copy of this Agreement together with a copy of Rhode Island General Laws § 7-1.2-1006 and Massachusetts General Laws Part I, Title XXII, Ch.156C, §59 has been provided to each member of VL MA and VL RI. Said members of VL MA, and said members of VL RI have duly authorized execution of original Articles of Merger (RI) and a Certificate of Consolidation/Merger and Cancellation (MA) (collectively, the "Articles of Merger") by the sole member of each limited liability company, and the filing of such Articles of Merger with the Rhode Island Secretary of State and the Massachusetts Secretary of State. Said member of VL MA, and said member of VL RI have also duly authorized their respective managers to take such further action and to expend such funds as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

6.2. 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 member of VL MA or by action of the member of VL RI.

6.3. On the Effective Date of Merger, the Surviving Limited Liability Company 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 VL MA, all of the foregoing as provided by Rhode Island General Laws § 7-1.2-1006 and Massachusetts General Laws Part I, Title XXII, Ch.156C, §59.

6.4. The Surviving Limited Liability Company hereby ratifies and confirms that its registered agent and registered office for service of process is as follows: Orson and Brusini Ltd., 144 Wayland Avenue, Providence, RI 02906.

6.5. The Surviving Limited Liability Company shall pay all the expenses of carrying out the transactions contemplated by this Agreement and of accomplishing the within merger.

6.6. 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 State of Rhode Island.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]***

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized sole member and manager of VL RI and VL MA on the day and date first above written.

In the Presence of:

Velocity Labs, LLC (MA LLC)

\_\_\_\_\_  
Name:

By:   
\_\_\_\_\_  
Marc Trachtenberg,  
Member and Manager

In the Presence of:

Velocity Labs, LLC (RI LLC)

\_\_\_\_\_  
Name:

By:   
\_\_\_\_\_  
Marc Trachtenberg,  
Member and Manager

Agreement and Plan of Merger



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:

May 05, 2021 11:01 AM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea  
*Secretary of State*

