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State of Rhode Island

Department of State - Business Services Division

RECEIVED
R.I. DEPT. OF STATE
BUS SVCS DIV
2021 JUL 29 PM 12:17**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
001666118	Creating Outreach About Addiction Support Together	Non-Profit Corporation	RI
	Improbable Players, Inc.	Nonprofit Corporation	MA

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:

Improbable Players, 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:

2nd Act, Inc.

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:

19 Temple Place, Boston, MA 02111

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**

JUL 29 2021

BY 24376

Form 610- Revised: 08/2020

AA. 12:17pm

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]

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

Creating Outreach About Addiction Support Together

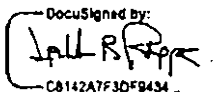
Type or Print Name of Person Signing

Lynne Bryan Phipps

Title of Person Signing

chairman of the board

Signature

DocuSigned by:

 C8142A7F3D9F9434

Date

6/30/2021

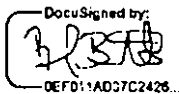
Type or Print Name of Person Signing

Rachel Bartels

Title of Person of Signing

Secretary

Signature

DocuSigned by:

 DEF011AD37C2426

Date

7/6/2021

Type or Print Entity Name

Improbable Players, Inc.

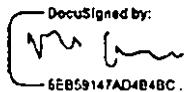
Type or Print Name of Person Signing

Marshall Williams

Title of Person Signing

President

Signature

DocuSigned by:

 6EB59147AD4B4BC

Date

6/30/2021

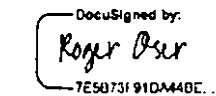
Type or Print Name of Person Signing

Roger Oser

Title of Person Signing

Clerk

Signature

DocuSigned by:

 7E5073F91DA44BE

Date

7/1/2021

**PLAN OF MERGER
OF
CREATING OUTREACH ABOUT ADDICTION SUPPORT TOGETHER**

INTO

IMPROBABLE PLAYERS, INC.

***ARTICLE I
NAMES OF CONSTITUENT CORPORATIONS AND
OF SURVIVING CORPORATION***

The names of the constituent corporations are Creating Outreach About Addition Support Together, a Rhode Island nonprofit corporation ("COAAST") and Improbable Players, Inc., a Massachusetts nonprofit Corporation. The name of the surviving corporation shall be Improbable Players, Inc. ("Improbable Players").

***ARTICLE II
MEMBERSHIP***

Each of the Constituent Corporations has no members.

***ARTICLE III
TERMS AND CONDITIONS OF PROPOSED MERGER***

- (A) Improbable Players shall qualify to conduct business in Rhode Island.
- (B) The bylaws of the surviving corporation shall be in the form attached to this Plan of Merger as Exhibit A.

(C) The individuals who will serve as the directors and officers of the surviving corporation when the merger is effective are listed on Exhibit B attached to this Plan of Merger. Such individuals shall serve for the term indicated on Exhibit B and until their successors are elected and qualified.

(D) The first regular meeting of the Board of Directors of the surviving corporation after the merger is effective shall be held in accordance with the schedule of regular meetings of Improbable Players.

(E) When the merger shall become effective, the separate existence of each of the Constituent Corporations shall cease and each of the Constituent Corporations shall be merged into Improbable Players. All past, present, or future obligations, responsibilities, liabilities or debts of, or arising from or in connection with, each of the Constituent Corporation's assets or operations, whether such obligations, responsibilities, liabilities or debts are or shall be known, contingent, or unknown, shall, upon the effectiveness of the merger, be assumed in their entirety by Improbable Players. Improbable Players shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever accounts, as well as all other things in action or belong to each of the Constituent Corporations, shall be vested in Improbable Players as the surviving corporation.

(F) That any charitable gift transferred after the anticipated merger of the Constituent Corporations which is contained in any will or other instrument, in trust or otherwise, made before or after the consolidation, directed to or for the benefit of a Constituent Corporation shall inure to or for the benefit of and be transferred to Improbable Players as the surviving corporation for use by Improbable Players to support its charitable purposes, provided Improbable Players is at the time of said disposition an organization recognized by the Internal Revenue Service as described in Section 501(c)(3) of the Code, and so far as it is necessary for that purpose Improbable Players shall be deemed the successor to the Constituent Corporations, provided, however, that such disposition shall be devoted by Improbable Players to the purposes intended by the testator, donor or grantor. For the avoidance of doubt, it is understood that any unrestricted gift for a Constituent Corporation shall be used for the corporate purposes of such Constituent Corporation at the time the merger became effective.

(G) Improbable Players further agrees that it may be served with process in Rhode Island in an action or special proceeding for the enforcement of any liability or obligation of any of the Constituent Corporations previously amenable to suit in Rhode Island.

(H) Improbable Players further agrees that it may be sued in Rhode Island, in respect of any property transferred or conveyed to it, or the use made of such property, or any transaction in connection therewith.

ARTICLE IV
MISCELLANEOUS

Anything herein or elsewhere to the contrary notwithstanding, this Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the time that this Plan of Merger is filed and becomes effective. This Plan of Merger may be amended by the Boards of Directors of the Constituent Corporations at any time prior to the time that the merger becomes effective and the Certificate of Merger is filed with Rhode Island.

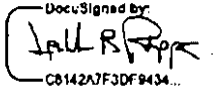
ARTICLE V
ADOPTION AND EFFECTIVE DATE OF PLAN OF MERGER

This plan has been duly approved and adopted by the governing boards of each Constituent Corporation. This merger shall become effective upon the filing of a Certificate of Merger with the Secretary of State of Rhode Island or upon such date as may be mutually agreed upon by the Board of Directors of the Constituent Corporations.

This Plan of Merger is signed as of the 30 day of June, 2021.

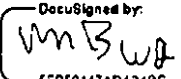
**CREATING OUTREACH ABOUT ADDICTION
SUPPORT TOGETHER, a Rhode Island nonprofit
corporation**

Dated: 6/30/2021

By: 
Name: Lynne Bryan Phipps
Title: Chair

**IMPROBABLE PLAYERS, INC., a
Massachusetts nonprofit corporation**

Dated: 6/30/2021

By: 
Name: Marshall Williams
Title: President

**Improbable Players, Inc.
Plan of Merger
Exhibit A**

**BYLAWS
OF
IMPROBABLE PLAYERS, INC.**

Adopted: June 30, 2021

ARTICLE I

NAME, PURPOSE AND LOCATION

- (a) The name and purpose of the Corporation shall be set forth in the Articles of Organization.
- (b) The principal office of the corporation shall be initially located at the place set forth in the Articles of Organization. The Directors may change the location of the principal office of the Corporation at any time so long as the principal office remains in the Commonwealth of Massachusetts.

ARTICLE II

BOARD OF DIRECTORS

1. **Power of Board and Qualification of Directors.** The business and property of the Corporation shall be managed by the Board of Directors. Each Director shall be at least eighteen years of age.
2. **Number.** The number of the Board of Directors shall be no less than five (5) no more than fifteen (15). The exact number of directors to be set by majority vote of the Board of Directors, provided that no decrease in the number of directors shall shorten the term of a then serving director.
3. **Election and Terms.**
- (a) Directors shall serve two (2) year terms and until their respective successors are elected and qualify. Directors shall be divided into two (2) class of approximately the same size for purposes of staggering terms of office. One class of directors shall be elected at the Annual Meeting.
- (b) The President/CEO shall serve as an *ex officio*, non-voting director and shall not be included in the total number of directors set under par. 2 above and shall not be counted towards quorum.

(c) Directors shall serve a maximum of three (3) full two (2) year terms. The term of a director who is nominated to be an officer may serve one (1) additional year as a director.

(d) As used in these Bylaws, "entire Board of Directors" means the number of Directors in office as of the most recently held election of directors.

4. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Chair or the Clerk. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. The Board is not required to accept the resignation for the resignation to take effect.

5. Removal of Directors. A Director may be removed with or without cause by affirmative vote of a majority of the Directors present and voting at any regular or special meeting of the Board called for that purpose.

6. Vacancies. Vacancies in any Director position may be filled by majority vote of the then serving Board of Directors with eligible individuals to serve the unexpired term.

7. Annual Meeting. The annual meeting of the Corporation shall be held in June of every year or at such other time as the Board of Directors may set. The purpose of the Annual Meeting shall be to elect directors and officers and for the transaction of such business as may properly come before the meeting.

8. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times as may be fixed from time to time by resolution of the Board of Directors.

9. Special meetings. Special meetings of the Board of Directors may be called by the Chair or by the Clerk upon receipt of the written request of at least three (3) directors. Notice of a Special meeting shall be given orally, by fax, by e-mail or by mail and shall state the purposes, time and place of the meeting. Only business specifically set forth in the notice shall be conducted at the special meeting. If notice is given orally, in person or by telephone, it shall be given not less than one (1) day before the meeting; if it is given by fax, by e-mail or by mail, it shall be given not less than five (5) days before the meeting. If notice is sent by fax or e-mail, notice is given when directed to the individual's fax number or e-mail address provided by the individual to the Corporation; provided, that notice shall not be deemed delivered if: (a) the Corporation is unable to deliver two (2) consecutive notices to the individual by e-mail or fax; or (b) the Corporation otherwise becomes aware that notice cannot be delivered to the individual by e-mail or fax.

10. Quorum.

(a) A majority of the entire Board of shall be a quorum for the transaction of business.

(b) A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place without notice to any Director.

11. Voting by the Board of Directors.

(a) The vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute action by the Board of Directors, except as set forth below.

(b) The following actions require approval by two-thirds (2/3) vote of the entire Board of Directors:

- (i) amendment to the Corporation's Articles of Organization;
- (ii) the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets; and
- (iii) the consolidation or merger of the Corporation.

(c) The dissolution of the Corporation shall require approval by majority vote of the entire Board of Directors.

12. Board Vote Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board consent to the adoption of a resolution authorizing the action. The resolution and the written consents of the Board shall be filed with the minutes of the Board. Consents may be provided: (i) in a writing signed by the Director either in hard copy or by affixing a signature by any reasonable means (e.g., fax signature); or (ii) by e-mail that includes information from which the recipient can reasonably determine that the transmission was authorized by the Director.

13. Participation in Meetings by Conference. Any or all Directors and Officers or any committee members may participate in a meeting by means of a telephone conference, electronic video screen communication or similar communications equipment. Participation may be for the entire meeting or only a specific vote; provided the participating Board or committee member must be present for discussion of the voting matter before casting a vote. Participation by such means shall constitute presence in person at a meeting provided that all persons participating in the meeting can hear each other at the same time and each individual may participate in all matters before the Board or committee, including, but not limited to, proposing, objecting to and voting upon a specific action taken at the meeting.

ARTICLE III

OFFICERS

1. General. The Board of Directors, as soon as may be after its election in each year, shall elect a Chair, a Clerk, and a Treasurer, and from time to time may appoint one or more Vice Chairs and such other officers, agents, and employees as it may deem proper. Any two (2) or more offices may be held by the same person, except the offices of Chair and Clerk. The Chair and any Vice Chair(s) shall be elected from among the Directors.

2. Term of Office. The term of office of all officers shall be one year and until their respective successors are elected and qualify.

3. Removal. Any officer may at any time be removed with or without cause from office, except as provided by law and subject to any contractual rights of the officer, by majority vote of the Board of Directors at a meeting called for that purpose.

4. Resignation. Any officer may resign at any time by giving written notice of such resignation to the Chair or the clerk. Such resignation shall take effect at the time specified therein or, if no time be specified, then on delivery. The Board is not required to accept the resignation for the resignation to take effect

5. Vacancies. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

6. Chair. The Chair shall preside at all meetings of the Board of Directors at which the Chair is present. The Chair shall also perform such other duties as may be assigned from time to time by the Board.

7. Treasurer. The Treasurer shall have the custody of all funds, property, and valuables of the Corporation, subject to such regulations as may be imposed by the Board. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuables in the name and to the credit of the Corporation in such depositories as shall be designated by the Board of Directors, or, in the absence of such designation, in such depositories as he or she shall from time to time deem proper. The Treasurer shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such statements of his or her transactions and accounts as the President and the Board shall from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Board shall designate.

8. Clerk. The Clerk shall be a resident of the Commonwealth of Massachusetts. It shall be the duty of the clerk to record in books kept for the purpose all votes and proceedings of the Board of Directors. The Clerk shall maintain at the principal office of the Corporation all records. The Clerk shall perform all duties specified in these bylaws and the laws of the Commonwealth of Massachusetts, and in addition shall perform such duties and have such powers, as the Board of Directors shall designate.

ARTICLE IV

PRESIDENT/CHIEF EXECUTIVE OFFICER

The President/CEO shall act as the chief executive officer of the Corporation and shall supervise generally the operation and management of the affairs of the Corporation subject only to the supervision of the Board. The President/CEO shall in general perform all duties incident to the position of President/CEO and such other duties as may be assigned by the Board of Directors. The President/CEO shall see that the policies, decisions and guidelines of the Board of Directors are implemented. The President/CEO shall serve at the pleasure of the Board of Directors, subject to any contractual rights the President/CEO may have under any written agreement entered into with the Corporation.

ARTICLE V

COMMITTEES

1. Executive Committee and Other Committees of the Board. The Board of Directors may establish and appoint members of an Executive Committee and other committees of the Board consisting of three (3) or more Directors by majority vote of the entire Board. These committees shall have such authority as the Board by resolution shall provide; the Executive Committee shall have all the authority of the Board, except that no committee shall have authority as to the following matters:

- (a) to change the principal office of the Corporation;
- (b) to amend the Corporation's Articles of Organization or Bylaws;
- (c) to elect officers and fill vacancies in any officer positions;
- (d) to change the number of Directors and fill vacancies on the Board of Directors;
- (e) to remove officers or Directors;
- (f) to authorize a merger of the Corporation;
- (g) to authorize the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets; and
- (h) to authorize the dissolution of the Corporation.

Any reference in these Bylaws to the Board of Directors shall include the Executive Committee unless the context or express provision otherwise indicates.

2. Committees of the Corporation. The Board of Directors may establish and appoint members of committees of the Corporation. The resolution authorizing any such committee shall set forth its duties and who may be eligible to serve. Such committees shall not be a committee of the Board and shall not exercise any of the powers of the Board or have the authority to bind the Board.

3. Meetings. Notice of committee meetings shall be provided in the same manner as meetings of the Board of Directors. Meetings of committees shall be held at such time and place as may be fixed by the Chair of the committee or by vote of a majority of all the members of the committee.

4. Quorum and Manner of Acting. Unless otherwise provided by resolution of the Board of Directors: (a) a majority of all of the members of a committee shall constitute a quorum for the transaction of business; and (b) the majority vote of committee members present at a meeting at which a quorum is present shall constitute action by a committee. The procedures

and manner of acting of all committees shall be subject at all times to the directions of the Board of Directors.

5. Tenure of Members of Committees of the Board. Each committee and every committee member shall serve at the pleasure of the Board.

ARTICLE VI

CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS

1. Execution of Documents/Contracts/Loans. The Board of Directors may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation to enter into any contract or execute and deliver any instrument (including deeds, leases, transfers, stocks, bonds, notes, checks, drafts, subscription rights or other securities), and such authority may be general or confined to specific instances; but, unless so authorized by the Board of Directors, or expressly authorized by these By-laws, no officers, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily in any amount for any purpose.

2. Checks, Drafts, etc. All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution or policy of the Board of Directors.

3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as shall from time to time be determined by resolution or policy of the Board of Directors.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall end on the last day of June every year.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

1. Authorized Indemnification. Unless clearly prohibited by law or Section 2 of this Article, the Corporation shall indemnify any person ("Indemnified Person") made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Corporation, by reason of the fact that he or she (or his or her testator or intestate), whether before or after adoption of this Section, (a) is or was a Director or officer of the Corporation, or (b) in addition is serving or served, in any capacity, at the request of the Corporation, as a Director or officer of any other Corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement

(provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

2. Prohibited Indemnification. The Corporation shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board of Directors in good faith determines, that such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

3. Advancement of Expenses. The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse the Indemnified Person's reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 2 of this Article. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

4. Proceedings Initiated by Indemnified Person. Notwithstanding any other provision in this Article, the Corporation shall not indemnify or advance expenses to an Indemnified Person for any liability or costs incurred in a proceeding or claim initiated or brought voluntarily by an Indemnified Person and not by way of defense (such as by counterclaim, cross-claim or third-party claim) or participated in as an intervenor or amicus curiae by the person seeking indemnification, unless such indemnification or advancement of expenses is found to be appropriate and is approved by two-thirds (2/3) vote of the entire Board of Directors.

5. Indemnification of Others. Unless clearly prohibited by law or Section 2 of this Article, the Board of Directors may approve Corporation indemnification as set forth in Section 1 of this Article or advancement of expenses as set forth in Section 3 of this Article, to a person (or the testator or intestate of a person) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

6. Determination of Indemnification. Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board of Directors shall, upon written request by the Indemnified Person,

determine whether and to what extent indemnification is permitted pursuant to these Bylaws. Before indemnification can occur the Board of Directors must explicitly find that such indemnification will not violate the provisions of Section 2 of this Article. No Director with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Directors is not obtainable, the Board of Directors shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these Bylaws.

7. Binding Effect. Any person entitled to indemnification under these Bylaws has a legally enforceable right to indemnification which cannot be abridged by amendment of these Bylaws with respect to any event, action or omission occurring prior to the date of such amendment.

8. Insurance. The Corporation may purchase Directors' and officers' liability insurance if authorized and approved by the Board of Directors. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article or operation of law and it may insure directly the Directors, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

9. Nonexclusive Rights. The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board of Directors is authorized to enter into agreements on behalf of the Corporation with any Director, officer, employee or volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of Section 2 of this Article.

ARTICLE IX

CONFLICT OF INTEREST

1. Definition of Conflicts of Interest. A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Corporation policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any Family Member; (c) any corporation in which he, she or a Family Member is a director, trustee, officer, or owns (directly or indirectly) more than 35% of the total (combined) voting power; (d) any trust or estate in which he, she or a Family Member owns (indirectly or indirectly) more than 35% of the beneficial interest; or (e) any partnership or personal service corporation in which he, she or a Family Member owns (directly or indirectly) more than 5% of the profits interest. Service on the board of another not-for-profit corporation does not constitute a conflict of interest. "Family Member" includes: spouse; domestic partner; ancestors; brothers and sisters (whether whole or half-blood); children (whether natural or adopted); grandchildren; great-grandchildren; and spouses or domestic partners of brothers, sisters, children, grandchildren, and great-grandchildren.

2. Disclosure of Conflicts of Interest. A Director or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his or her duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Director or officer learns of the conflict; and (d) on the annual conflict of interest disclosure form.

The Clerk of the Corporation shall distribute annually to all Directors, officers and key employees (as identified by the Corporation), a form soliciting the disclosure of all conflicts of interest, including specific information concerning the terms of any contract or transaction with the Corporation and whether the process for approval set forth in this policy was used. Such disclosure form may require disclosure of other relationships that may not constitute an actual conflict of interest, but which are required to be disclosed in order for the Corporation to comply with its annual reporting requirements.

3. Approval of Contracts and Transactions Involving Potential Conflicts of Interest. A Director or officer who has or learns about a potential conflict of interest should disclose promptly to the Clerk of the Corporation the material facts surrounding any potential conflict of interest, including specific information concerning the terms of any contract or transaction with the Corporation. All effort should be made to disclose any such contract or transaction and have it approved by the Board before the arrangement is entered into.

Following receipt of information concerning a contract or transaction involving a potential conflict of interest, the Board shall consider the material facts concerning the proposed contract or transaction, including the process by which the decision was made to recommend entering into the arrangement on the terms proposed. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Corporation and the arrangements are consistent with the best interests of the Corporation. Fairness includes, but is not limited to, the concepts that the Corporation should pay no more than fair market value for any goods or services which the Corporation receives and that the Corporation should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Corporation.

4. Validity of Actions. No contract or other transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, firm, association or other entity in which one or more of its Directors or officers are Directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors or officer or officers are present at the meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction, or that his, her or their votes are counted for such purpose, if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common Directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Director or officers. Common or interested Directors may be counted in determining

the presence of a quorum at a meeting of the Board of Directors or committee which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Director or officer should not be present at the meeting.

5. Employee Conflicts of Interest. An employee of the Corporation with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his or her supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decisions, relating to the matter and follow the direction of the supervisor as to how the Corporation decisions which are the subject of the conflict will be determined. The Chair shall be responsible for determining the proper way for the Corporation to handle Corporation decisions which involve unresolved employee conflicts of interest. In making such determinations, the Chair may consult with legal counsel.

The Chair shall report to the Board at least annually concerning employee conflicts of interest which have been disclosed and contracts and transactions involving employee conflicts which the Chair has approved.

ARTICLE X COMPENSATION

1. Reasonable Compensation.

It is the policy of the Corporation to pay no more than reasonable compensation for personal services rendered to the Corporation by officers and employees. The Directors of the Corporation shall not receive compensation for fulfilling their duties as Directors, although Directors may be reimbursed for actual out-of-pocket expenses which they incur in order to fulfill their duties as Directors. Expenses of spouses will not be reimbursed by the Corporation unless the expenses are necessary to achieve a Corporation purpose.

2. Approval of Compensation.

The Board of Directors must approve in advance the amount of all compensation for officers and individuals who are disqualified persons as defined under Internal Revenue Code Section 4958 of the Corporation ("Disqualified Person").

Before approving the compensation of a Disqualified Person, the Board shall determine that the total compensation to be provided by the corporation to the Disqualified Person is reasonable in amount in light of the position, responsibility and qualification of the Disqualified Person for the position held, including the result of an evaluation of the Disqualified Person's prior performance for the corporation, if applicable. In making the determination, the Board shall consider total compensation to include the salary and the value of all benefits provided by the corporation to the Disqualified Person in payment for services. At the time of the discussion and decision concerning a Disqualified Person's compensation, the Disqualified Person should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar individuals in like circumstances.

The Board shall set forth the basis for its decisions with respect to compensation in the minutes of the meeting at which the decisions are made, including the conclusions of the evaluation and the basis for determining that the Disqualified Person's compensation was reasonable in light of the evaluation and the comparability data.

ARTICLE XI

GENERAL

1. Adoption of Policies and Procedures. The Board of Directors or designated committee of the Board, by resolution, shall adopt such rules, regulations, policies and procedures as it may deem necessary and appropriate to the operation of the Corporation; provided, however, that no rule, regulations, policy or procedure may be adopted by the Corporation that is contrary to these Bylaws and applicable law as may be amended from time to time.

2. Books and Records. There shall be kept at the office of the Corporation: (1) correct and complete books and records of account; (2) minutes of the proceedings of the Board of Directors and any committees of the Board; (3) a current list of the Directors and officers of the Corporation and their contact information; (4) a copy of these Bylaws; (5) a copy of the Corporation's application for recognition of exemption with the Internal Revenue Service; and (6) copies of the past three (3) years' information returns and Form 990-T's (if any) filed with the Internal Revenue Service.

3. Loans to Directors and Officers. No loans shall be made by the Corporation to its Directors or officers, or to any other Corporation, firm, association or other entity in which one or more of its Directors or officers are Directors or officers or hold a substantial financial interest except as allowed by law.

ARTICLE XII

AMENDMENT OF BYLAWS

(a) The Board of Directors shall have the power to make, alter, and amend the Bylaws of the Corporation by affirmative vote of two-thirds (2/3) of the Directors present at the meeting. Notice of the substance of any proposed amendment or repeal shall be provided at least ten (10) days before the meeting at which the proposed changes will be considered.

**Improbable Players, Inc.
Plan of Merger
Exhibit B**

Name & Address

Title

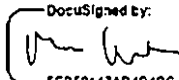
Rachel Bartels, 30 Park Lane, Harvard, MA 01451	Director/Clerk
Britt Bell, 249 Woodruff Ave, Wakefield, RI 02879	Director
Bill Connors, 13 Clearwater Road, Peabody, MA 01960	Director/Treasurer
Carol Drewes, 61 Woodmont Street, Providence, RI 02907	Director/Vice Chair
Olivia Jenkins, 17 Woodman Street, Providence, RI 02907	Director
Jen Johns, 2553 Ashdale Drive, Twinsburg, OH 44087-1737	Director
Jessica Morrison, 24 Rockland Street, Newton, MA 02458	Director
Roger Oser, 19 Temple Place, Boston, MA 02111-1305	Director
Khalil Saddiq, 8 Grove Street, #8, Chelsea, MA 02150	Director
Marshall Williams, 237 Moody St. Apt. 465, Waltham, MA 02453-5367	Director/Chair

CERTIFICATION

IMPROBABLE PLAYERS, INC.

The undersigned, being the duly elected President of Improbable Players, Inc. ("Improbable Players"), DOES HEREBY CERTIFY that Improbable Players has no members entitled to vote on the attached Plan of Merger and that the attached Plan of Merger was adopted on 6/24/21 and approved by a two-thirds (2/3) vote of the entire Board of Directors.

IN WITNESS WHEREOF, I have hereto set my hand this 30 day of June 2021.

DocuSigned by:


Name: Marshall Williams
Title: President

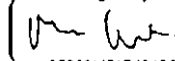
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IN WITNESS WHEREOF, I have hereto set my hand this 30 day of June 2021.

DocuSigned by:



Name: Marshall Williams

Title: President



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:

July 29, 2021 12:17 PM

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

Nellie M. Gorbea
Secretary of State

