



State of Rhode Island

Department of State - Business Services Division

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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
001730486	K Plaza Revival, LLC	LLC	RI
	NewRock Companies, LLC	LLC	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:

K Plaza Revival, 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 **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

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

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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 § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.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 by emailing tax.collections@tax.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

K Plaza Revival, LLC

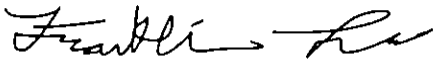
Type or Print Name of Person Signing

Franklin Ross

Title of Person Signing

Manager

Signature



Date

10/ 8 /2021

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

NewRock Companies, LLC

Type or Print Name of Person Signing

Franklin Ross

Title of Person Signing

Manager

Signature



Date

10/ 8 /2021

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated October 8, 2021, is by and between NewRock Companies, LLC, a Massachusetts limited liability company (“NewRock”), and K Plaza Revival, LLC, a Rhode Island limited liability company (“K Plaza”).

WHEREAS, NewRock is a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, K Plaza is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Members and Managers of NewRock and of K Plaza have determined that it is advisable and in the best interests of each of such companies that NewRock merge with and into K Plaza, upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the Members and Managers of NewRock and of K Plaza have each, by unanimous written consent, duly adopted, ratified and approved this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, NewRock and K Plaza hereby agree as follows:

1. **Merger.** NewRock will be merged with and into K Plaza (the “Merger”), and K Plaza shall be the surviving limited liability company (hereinafter, the “Surviving Company”). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents (the “Effective Time”). The Merger is intended to be a tax-free event.

2. **Governing Documents.** The Articles of Organization of K Plaza as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Operating Agreement of K Plaza as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time:

3.1. the separate company existence of NewRock shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of NewRock;

3.2. all and singular rights, privileges, powers and franchises of NewRock and all property, real, personal and mixed, and all debts due to NewRock on whatever account, as well as for share and note subscriptions and all other things in action or belonging to NewRock shall be vested in the Surviving Company;

3.3. all property, rights, privileges, powers and franchises, and all and every other interest of NewRock shall be thereafter as effectually the property of the Surviving Company as they were of NewRock, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or of any of the other states of the United States, in NewRock shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of NewRock shall be preserved unimpaired;

3.4. all debts, liabilities and duties of NewRock shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

3.5. all company acts, plans, policies, agreements, arrangements, approvals and authorizations of NewRock, its Members, Managers, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to NewRock;

3.6. the Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the Commonwealth of Massachusetts for as long as any liability remains in such jurisdiction for any prior obligation of NewRock;

3.7. the registered agent of K Plaza immediately prior to the Effective Time shall be the registered agent of the Surviving Company without change until thereafter amended in accordance with the provisions of applicable laws;

3.8. the Employer Identification Number of NewRock immediately prior to the Effective Time shall be the Employer Identification Number of the Surviving Company without change; and

3.9. the Manager of K Plaza immediately prior to the Effective Time shall be the Manager of the Surviving Company without change; and

3.10. the employees and agents of NewRock immediately prior to the Effective Time shall be the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of NewRock.

4. **No Conversion of Percentage Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof the Percentage Interests in NewRock outstanding immediately prior to the Effective Time shall be cancelled and no replacement Percentage Interests shall be issued by the Surviving LLC.

5. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of NewRock such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of

NewRock and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of NewRock to take any and all such action and to execute and deliver any and all deeds and other instruments.

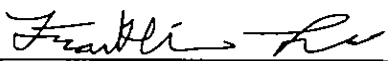
6. Amendment; Abandonment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein. At any time prior to the Effective Time, this Agreement may be terminated and the Merger contemplated herein may be abandoned by the Managers of either party hereto, notwithstanding approval of this Agreement by the Members and Managers of either party hereto, if circumstances arise which, in the opinion of such Managers make the Merger inadvisable.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the Merger and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

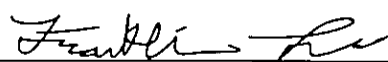
Signatures appear on the following page

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

NEWROCK COMPANIES, LLC

By: 
Name: Franklin Ross
Title: Manager

K PLAZA REVIVAL, LLC

By: 
Name: Franklin Ross
Title: Manager