



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

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 DEPT. OF STATE  
 BUSINESS DIV.  
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 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 <small>*under which entity is organized</small>
1720752	KEARSARGE BURRILLVILLE LLC	LLC	MA
001705831	LOG ROAD SOLAR, LLC	LLC	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:

KEARSARGE BURRILLVILLE LLC

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:

 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

9:39

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<b>g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY</b>
<input checked="checked" type="checkbox"/> Date received (Upon filing)
<input type="checkbox"/> Later effective date (see instructions) _____
<b>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.</b>
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 <a href="http://taxportal.ri.gov">taxportal.ri.gov</a> ]
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):
<b>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.</b>
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.
<b>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.</b>
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

KEARSARGE BURRILLVILLE LLC


Type or Print Name of Person Signing

ANDREW J. BERNSTEIN

Title of Person Signing

MANAGER

Signature



Date

11/24/2021

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

LOG ROAD SOLAR, LLC

Type or Print Name of Person Signing

ANDREW J. BERNSTEIN

Title of Person Signing

MANAGER

Signature



Date

11/24/2021

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER**, dated as of October 14, 2021 (this "**Agreement**") is entered into by and between Log Road Solar, LLC, a Rhode Island limited liability company (the "**Rhode Island LLC**"), and Kearsarge Burrillville LLC, a Massachusetts limited liability company (the "**Massachusetts LLC**").

### WITNESSETH:

**WHEREAS**, the Massachusetts LLC acquired all of the rights, title and interests in the membership interest of the Rhode Island LLC from Trina Solar US Development LLC, a Delaware limited liability company (the "**Seller**") pursuant to a Membership Interest Purchase Agreement dated July 28, 2021 entered into by and between the Seller and the Massachusetts LLC, as amended by First Amendment dated effective October 8, 2021 (the "**MIPA**") and an Assignment and Conveyance Agreement dated October 12, 2021 entered into by and between the Seller and the Massachusetts LLC;

**WHEREAS**, the Seller provided an Amended and Restated Operating Agreement dated as of July 28, 2021 for the Rhode Island LLC, and the Massachusetts LLC as the current sole member of the Rhode Island LLC has not caused an operating agreement with respect to the Rhode Island LLC to be entered into as of the date hereof;

**WHEREAS**, the Massachusetts LLC, as sole member of the Rhode Island LLC, desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Rhode Island LLC by means of a merger of the Rhode Island LLC with and into the Massachusetts LLC;

**WHEREAS**, Section 59 of the Massachusetts Limited Liability Company Act (the "**Massachusetts Act**") and Section 7-16 of the Rhode Island Limited Liability Company Act (the "**Rhode Island Act**") authorize the merger of a Rhode Island limited liability company with and into a Massachusetts limited liability company;

**WHEREAS**, the Rhode Island LLC and the Massachusetts LLC now desire to merge (the "**Merger**"), following which the Massachusetts LLC shall be the surviving entity;

**WHEREAS**, Kearsarge Burrillville LLC, a Massachusetts limited liability company, in its capacity as the sole member of the Rhode Island LLC (the "**RI Member**") has approved this Agreement and the consummation of the Merger; and

**WHEREAS**, Kearsarge Solar LLC, a Massachusetts limited liability company, the sole member of the Massachusetts LLC (the "**MA Member**") and the sole manager of the Massachusetts LLC (the "**MA Manager**") has approved this Agreement and the consummation of the Merger.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

## ARTICLE I

### THE MERGER

#### SECTION 1.01      The Merger.

(a) On October 14, 2021, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Rhode Island LLC and the Massachusetts LLC shall determine, the Massachusetts LLC, which shall be the surviving entity, shall cause the MA Manager to file a certificate of merger substantially in the form of Exhibit 1 hereto (the "**Certificate of Merger**") with the Secretary of State of The Commonwealth of Massachusetts and make all other filings or recordings required by Massachusetts law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "**Effective Time**").

(b) At the Effective Time, the Rhode Island LLC shall be merged with and into the Massachusetts LLC, whereupon the separate existence of the Rhode Island LLC shall cease, and the Massachusetts LLC shall be the surviving entity of the Merger (the "**Surviving LLC**") in accordance with Section 59 of the Massachusetts Act and Section 7-16 of the Rhode Island Act.

#### SECTION 1.02      Exchange of Interests. At the Effective Time:

(a) Each limited liability company interest in the Rhode Island LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Massachusetts LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

## ARTICLE II

### THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01      Certificate of Organization and Operating Agreement. The certificate of organization of the Massachusetts LLC in effect at the Effective Time shall be the certificate of organization of the Surviving LLC unless and until amended in accordance with applicable law. At the Effective Time, the Operating Agreement of the Massachusetts LLC shall be amended and restated and replaced, which shall be the limited liability company agreement of the Surviving LLC. The name of the Surviving LLC shall be Kearsarge Burrillville LLC.

### ARTICLE III

#### TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01 Transfer, Conveyance and Assumption. At the Effective Time, the Massachusetts LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Rhode Island LLC, and all of the assets and property of whatever kind and character of the Rhode Island LLC shall vest in the Massachusetts LLC without further act or deed; thereafter, the Massachusetts LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Rhode Island LLC, and any claim or judgment against the Rhode Island LLC may be enforced against the Massachusetts LLC, as the Surviving LLC, in accordance with Section 62 of the Massachusetts Act.

SECTION 3.02 Further Assurances. If at any time the Massachusetts LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Rhode Island LLC, or otherwise to carry out the provisions hereof, the proper representatives of the Rhode Island LLC as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

### ARTICLE IV

#### TERMINATION

SECTION 4.01 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the Massachusetts LLC and the Rhode Island LLC; or

(ii) by either the Massachusetts LLC, or the Rhode Island LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Massachusetts LLC or the Rhode Island LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02 Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

## ARTICLE V

### CONDITIONS TO THE MERGER

SECTION 5.01 Conditions to the Obligations of Each Party. The obligations of the Massachusetts LLC and the Rhode Island LLC to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and
- (ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01 Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Massachusetts LLC and the Rhode Island LLC.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02 Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Rhode Island LLC and the Massachusetts LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Rhode Island LLC and the Massachusetts LLC with respect to the subject matter hereof.

SECTION 6.03 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts, without giving effect to principles of conflict of laws.

SECTION 6.05      Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature Page Follows]



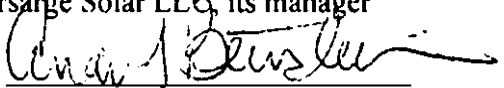
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

**RHODE ISLAND LLC:**

**LOG ROAD SOLAR, LLC,**  
a Rhode Island limited liability company

By: Kearsarge Burrillville LLC, its sole member

By: Kearsarge Solar LLC, its manager

By: 

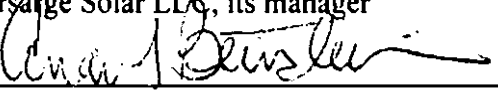
Name: Andrew J. Bernstein

Title: Manager

**MASSACHUSETTS LLC:**

**KEARSARGE BURRILLVILLE LLC,**  
a Massachusetts limited liability company

By: Kearsarge Solar LLC, its manager

By: 

Name: Andrew J. Bernstein

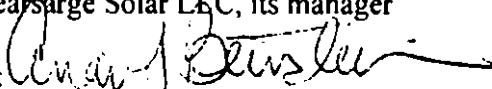
Title: Manager

**Agreed to and Accepted:**

**RI MEMBER OF RHODE ISLAND  
LLC**

**KEARSARGE BURRILLVILLE LLC,** a  
Massachusetts limited liability company

By: Kearsarge Solar LLC, its manager

By: 

Name: Andrew J. Bernstein

Title: Manager

**MA MEMBER & MA MANAGER OF  
MASSACHUSETTS LLC**

**KEARSARGE SOLAR LLC,** a  
Massachusetts limited liability company

By: 

Name: Andrew J. Bernstein

Title: Manager

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**EXHIBIT 1**  
**CERTIFICATE OF MERGER**

**CERTIFICATE OF MERGER**  
of  
Log Road Solar, LLC  
(a Rhode Island limited liability company)  
into  
Kearsarge Burrillville LLC  
(a Massachusetts limited liability company)

Dated: October 14, 2021

The undersigned limited liability company formed and existing under the laws of The Commonwealth of Massachusetts, for purposes of merging with a limited liability company pursuant to Section 59 of the Massachusetts Limited Liability Company Act (the "Act"), hereby certifies that:

1. Merger Entities/Surviving Entity: The entities involved in the merger are Log Road Solar, LLC, a Rhode Island limited liability company (the "Rhode Island LLC") and Kearsarge Burrillville LLC, a Massachusetts limited liability company (the "Massachusetts LLC"). The Massachusetts LLC will be the surviving entity.
2. Name and Office Location: The name and office location of each limited liability company involved in the merger:

Rhode Island LLC

Log Road Solar, LLC  
1380 Soldiers Field Road  
Suite 3900  
Boston, MA 02135  
(State ID Number: 001705831)

Massachusetts LLC

Kearsarge Burrillville LLC  
1380 Soldiers Field Road  
Suite 3900  
Boston, MA 02135  
(State ID Number: 001490006)

3. Date and Jurisdiction of Formation: The date and jurisdiction of formation or organization of each limited liability company involved in the merger:

The Rhode Island LLC was formed as a Rhode Island limited liability company on March 9, 2020 and the Massachusetts LLC was formed as a Massachusetts limited liability company on February 23, 2021.

4. Agreement of Merger: The merger has been duly adopted in accordance with the laws of The Commonwealth of Massachusetts and the State of Rhode Island and in accordance with the provisions of the operating agreement to the extent applicable. An agreement and plan of merger has been approved and executed by each limited liability company which is to merge.
5. Effective Date: The merger shall become effective on the date of filing this Certificate of Merger with the Office of the Secretary of the Commonwealth of the Commonwealth of Massachusetts.

6. Location of Agreement of Merger: The agreement of merger is on file at the following place of business of the surviving entity, the Massachusetts LLC:

Kearsarge Burrillville LLC, a Massachusetts limited liability company  
1380 Soldiers Field Road  
Suite 3900  
Boston, MA 02135

7. Availability of Copy of Agreement of Merger: A copy of the agreement of merger will be furnished by Kearsarge Burrillville LLC, on request and without cost, to any member of the Massachusetts LLC or the Rhode Island LLC or any person who holds a membership interest in any such member.

8. Name and Address of the Manager: The Manager of the Massachusetts LLC and its business address are as follows:

Kearsarge Solar LLC  
1380 Soldiers Field Road  
Suite 3900  
Boston, MA 02135

9. Persons Authorized to Execute Documents Filed With Division: Any person serving as Manager of the Massachusetts LLC, or any officer of the Massachusetts LLC, is authorized to execute on behalf of the Massachusetts LLC any documents to be filed with the Secretary of the Commonwealth.

10. Persons Authorized to Execute Documents Relating to Real Property: The signature of the Manager or any officer of the Massachusetts LLC is required to execute, acknowledge, deliver and record any recordable instrument on behalf of the Massachusetts LLC purporting to affect an interest in the real property.

11. Business of the Massachusetts LLC: The general character of the business of the Massachusetts LLC is to manage renewable energy projects, including without limitation the sale of power and other products therefrom, and to engage in any lawful act or activity for which limited liability companies may be organized under the laws of the Commonwealth of Massachusetts.


12. Name and Address of Resident Agent: The resident agent of the Massachusetts LLC in the Commonwealth of Massachusetts for service of process is Andrew J. Bernstein, 1380 Soldiers Field Road, Suite 3900, Boston, MA 02135.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Kearsarge Burrillville LLC, a Massachusetts limited liability company, has caused this Certificate of Merger to be duly executed and is being filed in accordance with Section 61 of the Act by a Manager of the surviving domestic limited liability company thereunto duly authorized.

**KEARSARGE BURRILLVILLE LLC**, a  
Massachusetts limited liability company

By: Kearsarge Solar LLC, its manager

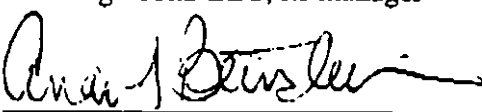
By:   
Name: Andrew J. Bernstein  
Title: Manager

**Agreed to and Accepted:**

**LOG ROAD SOLAR, LLC**,  
a Rhode Island limited liability company

By: Kearsarge Burrillville LLC, its sole member

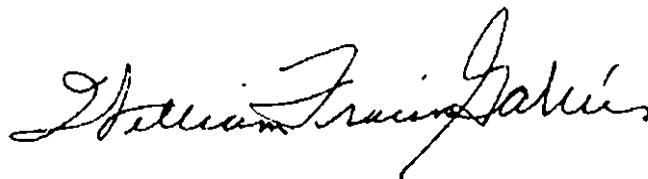
By: Kearsarge Solar LLC, its manager

By:   
Name: Andrew J. Bernstein  
Title: Manager

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

October 14, 2021 02:12 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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:

November 29, 2021 09:39 AM

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

Nellie M. Gorbea  
*Secretary of State*

