



State of Rhode Island

Department of State - Business Services Division

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 R.I. DEPT. OF STATE
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Application for Articles of Merger

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 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 <small>Under which entity is organized</small>
000018645	Pierce Agency of Portsmouth, Inc.	Corporation	RI
	Carey, Richmond & Viking Insurance	Corporation	MA
	Agency of MA, Inc.		
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: Pierce Agency of Portsmouth, Inc.			
which is to be governed by the laws of the state of: Rhode Island			
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation MUST be attached.			
e. If the surviving entity's name has been amended via the merger, please state the new name:			
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

11:28

FILED

DEC 28 2021

BY TAVIX

g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY	
<input type="checkbox"/> Date received (Upon filing)	December 31, 2021
<input checked="" type="checkbox"/> 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

Pierce Agency of Portsmouth, Inc.

Type or Print Name of Person Signing

V. David Andrade

Title of Person Signing

President

Signature



Date

December 22, 2021

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Carey, Richmond & Viking Insurance Agency of MA, Inc.

Type or Print Name of Person Signing

V. David Andrade

Title of Person Signing

President

Signature



Date

December 22, 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 ("Agreement") is made and entered into effective as of December 31, 2021, by and between PIERCE AGENCY OF PORTSMOUTH, INC., a Rhode Island corporation ("RI CORP"), and CAREY, RICHMOND & VIKING INSURANCE AGENCY OF MA, INC., a Massachusetts corporation ("MA CORP")(the RI CORP and the MA CORP are hereinafter sometimes referred to individually as a "corporation" and collectively as the "corporations").

WITNESSETH:

WHEREAS, the respective directors and shareholders of the corporations have determined that it is advisable and in the best interests of the respective corporations and its shareholders that the MA CORP be merged with and into the RI CORP, with the RI CORP as the surviving corporation, in accordance with the applicable provisions of the Massachusetts Business Corporation Act and the Rhode Island Business Corporation Act, as each may be amended, for certain business purposes important to the corporations and their respective shareholders (the "Merger");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, the parties agree as follows:

SECTION 1. Merger. As of the Effective Time (as hereinafter defined), the MA CORP shall merge with and into the RI CORP, the separate existence of the MA CORP, except insofar as the same may be continued by statute, shall cease, and the RI CORP shall be the surviving corporation.

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

(a) **Articles of Incorporation.** As of the Effective Time, the Articles of Incorporation of the RI CORP, as the same has been amended from time to time, shall be the Articles of Incorporation of the surviving corporation until altered, amended or repealed as provided by law.

(b) **Purposes.** The purposes of the RI CORP, as the same exist as of the Effective Time, shall be the purposes of the surviving corporation until altered or amended as provided by law.

(c) **Bylaws.** The bylaws of the RI CORP, as the same exists as of the Effective Time, shall be the bylaws of the surviving corporation until altered, amended or repealed as therein provided.

(d) **Directors and Officers.** The directors and officers of the RI CORP as of the Effective Time shall continue in office as the directors and officers of the surviving corporation and shall hold office until their respective successors are elected and qualified, or until their earlier death, resignation or removal, in accordance with the governing documents of the surviving corporation.

(e) Effect of Merger. As of the Effective Time, all of the estate, property, rights, privileges, licenses, powers, franchises, and interests of each of the corporations and all of their property, real, personal and mixed, and all the debts due on whatever account of either of them, as well as all stock subscriptions and other choses in action belonging to either of them, shall be vested in the RI CORP as the surviving corporation, without further act or deed, as provided by and in accordance with the applicable provisions of the Massachusetts Business Corporation Act and the Rhode Island Business Corporation Act, as each may be amended. Without limiting the generality of the foregoing, as of the Effective Time, all claims, demands, property and every other interest of either of the corporations shall be the property of the RI CORP as the surviving corporation, as the same were of each of the corporations, and title to all real estate or any other property vested in either of the entities shall not be deemed to revert or to be in any way impaired by reasons of the Merger, but shall be vested in the RI CORP as the surviving corporation, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which the RI CORP as the surviving corporation shall be liable in the same manner and to the same extent as if the surviving corporation had incurred such liabilities and obligations.

(f) Service of Process. The RI CORP, as the surviving corporation, may be served with process in the Commonwealth of Massachusetts in any proceeding for enforcement of any obligation of the MA CORP, as well as for enforcement of any obligation of the surviving corporation arising from the Merger, and the RI CORP does hereby irrevocably appoint the Secretary of State of the Commonwealth of Massachusetts as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the Commonwealth of Massachusetts is c/o Partridge Snow & Hahn LLP, 128 Union Street, New Bedford, Massachusetts 02740, until such time as the surviving corporation shall have hereafter designated in writing to the Secretary of State of the Commonwealth of Massachusetts a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of the Commonwealth of Massachusetts duplicate copies of such process, one of which copies the Secretary of State of the Commonwealth of Massachusetts shall forthwith send by certified mail, return receipt requested to the surviving corporation at the above address.

SECTION 3. Shares of Stock.

(a) Shares of MA CORP. As of the Effective Time, all outstanding shares of stock of the MA CORP shall be surrendered and cancelled, and no additional shares of RI CORP shall be issued in connection with the Merger.

(b) Shares of RI CORP. As of the Effective Time, all outstanding shares of stock of the RI CORP which shall be issued and outstanding at the Effective Time, and all rights in respect thereto, shall remain issued and outstanding on the same terms and in the same ownership names and percentages.

(c) Surrender of Stock Certificates. After the Merger becomes effective, each holder of an outstanding certificate representing shares of stock of MA CORP shall surrender the same to RI CORP for cancellation.

SECTION 4. Filings.

4.1 Filings. After execution of this Agreement has been duly authorized by the RI CORP and the MA CORP, and upon execution and acknowledgment of the same, Certificates of Merger shall be executed and filed in the respective offices of the Massachusetts and Rhode Island Secretaries of State, to be effective as of the Effective Time, all in accordance with the applicable provisions of the Massachusetts Business Corporation Act and the Rhode Island Business Corporation Act, as each may be amended.

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

SECTION 5. Effective Time. The Merger provided for in this Agreement shall be effective as of 11:59 p.m. on December 31, 2021 (the "Effective Time").

SECTION 6. Miscellaneous.

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

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

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

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

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

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

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

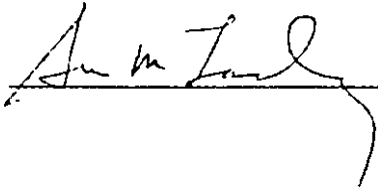
6.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or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

6.9 Reorganization. Each of the corporations desire to reorganize the businesses of the corporations without the recognition of gain or loss in a reorganization to which Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, applies, and this Agreement is intended as a plan of reorganization for purposes thereof.


[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first written above.

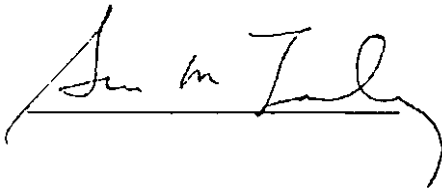
WITNESS:




PIERCE AGENCY OF PORTSMOUTH, INC.

By: 
V. David Andrade
President

CAREY, RICHMOND & VIKING INSURANCE
AGENCY OF MA, INC.



By: 
V. David Andrade
President

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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:

December 28, 2021 11:28 AM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea", is written in a cursive style.

Nellie M. Gorbea
Secretary of State

