



State of Rhode Island

Department of State - Business Services Division

Application for Articles of MergerDOMESTIC or FOREIGN Business Corporation, Limited Partnership,
Limited Liability Company or Non-Profit CorporationRECEIVED
R.I. DEPT. OF STATE
BUS. SVCS. DIV.

2022 DEC 27 P 1:27

→ 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>
001036566	Raffa Real Food Corp	Domestic Profit	Rhode Island
001036569	Urban Sweat Therapeutics, Inc.	Domestic Profit	Rhode Island

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:

Urban Sweat Therapeutics, 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.gov1:27 pm
FILED
STAMP
DEC 27 2022
BY dgy/z3
K3

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, 2022
<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 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

Raffa Real Food Corp

Type or Print Name of Person Signing

Christine Raffa

Title of Person Signing

President

Signature

Date

12/23/22

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Urban Sweat Therapeutics, Inc.

Type or Print Name of Person Signing

Christine Raffa

Title of Person Signing

President

Signature

Date

12/23/22

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"), is effective as of December 31, 2022 (the "Effective Date"), by and between, Urban Sweat Therapeutics, Inc., a Rhode Island corporation (hereinafter referred to as "Urban Sweat Therapeutics, Inc.") and Raffa Real Food Corp, a Rhode Island corporation (hereinafter referred to as "Raffa Real Food Corp" and collectively, the "Parties").

WHEREAS, the members of Raffa Real Food Corp and Urban Sweat Therapeutics, Inc. have determined that it is advisable and in the best interest of each Corporation to be merged with one another, with Urban Sweat Therapeutics, Inc. being the surviving entity and its name continued as Urban Sweat Therapeutics, Inc., on the terms and conditions set forth herein (the "Merger"); and

WHEREAS, the Merger will be effectuated pursuant to Rhode Island General Laws Section 7-1.2 (the "Rhode Island Business Corporation Act").

NOW THEREFORE, the parties hereto agree as follows:

1. The Merger.

a. As soon as practicable, the Parties shall file Articles of Merger with the Secretary of the State of Rhode Island. The Parties shall make any other filings or recordings requested by the Rhode Island Business Corporation Act to be made in connection with the Merger.

b. Upon filing the Articles of Merger, Raffa Real Food Corp shall merge with and into Urban Sweat Therapeutics, Inc in accordance with the requirements of the Rhode Island Business Corporation Act, whereupon the separate existence of Raffa Real Food Corp shall cease, and Urban Sweat Therapeutics, Inc shall be the surviving entity (the "Surviving Entity").

c. Upon the Effective Date, the Surviving Entity shall succeed to all the rights, privileges, immunities, and all the property, real, personal, and mixed of Raffa Real Food Corp without the necessity for any separate transfer. The Surviving Entity shall then be responsible and liable for all liabilities and obligations of Raffa Real Food Corp, and neither the rights of creditors nor any liens on the property of Raffa Real Food Corp shall be impaired by the Merger.

2. Conversion of Ownership Interests. The manner and basis of converting the ownership interests of Raffa Real Food Corp into shareholder interests of the Surviving Entity is as follows: After the Effective Date of the Merger, each holder of an ownership interest in Raffa Real Food Corp shall surrender such interest, and the Surviving Entity shall issue new interests in the percentages listed in Exhibit "A" attached hereto and made a part hereof.

3. Changes in Articles of Incorporation. The Articles of Incorporation of the Surviving Entity shall continue to be its Articles of Incorporation following the Effective Date of the Merger.

4. Changes in By-Laws. The by-laws of the Surviving Entity shall be continue to be the by-laws following the Effective Date of the Merger.

5. Shareholder of the Surviving Entity. The shareholder of the Surviving Entity on the Effective Date of the Merger shall continue as a shareholder of the Surviving Entity and the shareholder of the entity not surviving shall be a shareholder of the Surviving Entity, each as set forth on Exhibit "B".

6. Approval by Shareholders. This Agreement shall be submitted for the approval of the shareholders of Urban Sweat Therapeutics, Inc. and Raffa Real Food Corp, respectively, in the manner provided by the applicable laws of the State of Rhode Island.

7. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein with respect to the subject matter hereof.

b. Headings. The headings of the clauses of this Agreement are solely for the purpose of convenience. They are not part hereof, and shall not be used in the in the construction of any provision.

c. Governing Law; Venue. This Agreement shall be construed and shall be governed in accordance with the laws of the State of Rhode Island. Any legal proceeding relating to this Agreement shall be brought in the state or federal courts located in Providence, Rhode Island, to the exclusion of all other courts and tribunals. The Parties hereby irrevocably consent and agree to be subject to the jurisdiction of the aforesaid courts in such proceedings.

d. Amendment; Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed in the case of an amendment, by all of the Parties hereto or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party 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.

e. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid and unenforceable, (a) a suitable and equitable provision

shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any jurisdiction.

f. Assignment. Neither Party shall have the right to assign this Agreement without the other Party's written consent.

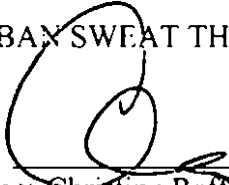
g. Attorneys' Fees. In the event of a dispute between the Parties arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees, including those incurred in all appeals and/or bankruptcy proceedings.

h. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. A confirmed facsimile transmission of an executed signature page shall be effective as an original.

i. The purpose of this merger is to simplify reporting requirements and borrowing power and is not for tax avoidance purposes.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement and Plan of Merger as of the date first written above.

URBAN SWEAT THERAPEUTICS, INC

By: 
Name: Christine Raffa, as Trustee of the
CHRISTINE RAFFA REVOCABLE
TRUST dated September 18, 2018, as
amended from time to time
Title: Shareholder

RAFFA REAL FOOD CORP

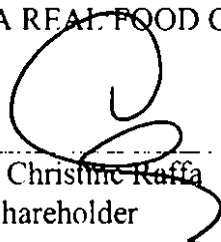
By: 
Name: Christine Raffa
Title: Shareholder

EXHIBIT "A"

URBAN SWEAT THERAPEUTICS, INC

NEW OWNERSHIP INTERESTS

<u>Shareholders:</u>	<u>Shares</u>	<u>Percentage</u>
Christine Raffa, Trustee	100	100%

CHRISTINE RAFFA REVOCABLE
TRUST dated September 18, 2018, as
amended from time to time
1559 Snake Hill Road
N. Scituate, RI 02857

TOTAL:	100	100%
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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 27, 2022 01:27 PM

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

Nellie M. Gorbea
Secretary of State

