



State of Rhode Island

Department of State - Business Services Division

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**Application for Articles of Merger**

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- 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, 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>
000076911	Cohoes Fashions of Cranston, Inc.	Domestic Profit Corporation	Rhode Island
001684926	Burlington Coat Factory Warehouse Corporation	Foreign Corporation	Florida

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:

Burlington Coat Factory Warehouse Corporation

which is to be governed by the laws of the state of:

Florida

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:

N/A

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:

1830 Route 130 North, Burlington, NJ 08016

**MAIL TO:**

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: [www.sos.ri.gov](http://www.sos.ri.gov)

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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.ni.gov](mailto:tax.collections@tax.ni.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:

Cohoes Fashions of Cranston, Inc.

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):

January 24, 2023

**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: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.**

a. The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing [tax.collections@tax.ni.gov](mailto:tax.collections@tax.ni.gov)]

**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.ni.gov](mailto:tax.collections@tax.ni.gov)]

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).

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**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

Cohoes Fashions of Cranston, Inc.

Type or Print Name of Person Signing

Christopher Schaub

Title of Person Signing

Vice President

Signature



Date

1-26-2023

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Burlington Coat Factory Warehouse Corporation

Type or Print Name of Person Signing

Christopher Schaub

Title of Person Signing

Vice President

Signature



Date

1-26-2023

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

**If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).**

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of January 24, 2023, is entered into by and between Burlington Coat Factory Warehouse Corporation, a Florida corporation ("Acquiror"), and the subsidiary corporation and limited liability company listed on Exhibit A and hereto, respectively (each, a "Subsidiary" and, collectively, the "Subsidiaries"). In this Agreement, Acquiror and Subsidiaries are sometimes collectively referred to as the "Parties," and individually as a "Party. "

WHEREAS, the board of directors of the Acquiror and the board of directors or the sole member of each of the Subsidiaries, as the case may be, have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its stockholders or members, as applicable;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, each Subsidiary, in accordance with the Florida Business Corporation Act ("FBCA") and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable, will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 607.1101, 607.1104 and 607.1105 of the FBCA and the applicable laws of the jurisdiction in which each Subsidiary is formed, each of the Subsidiaries shall be merged with and into the Acquiror at the Effective Date (as hereinafter defined). Following the Effective Date, the separate existence of the Subsidiaries shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA, and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable.
2. Effective Date.
  - (a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file certificates of merger (collectively, the "Certificates of Merger") with the Secretaries of State of each state in which each of the Acquiror and the Subsidiaries is incorporated or formed, as the case may be, and such filing is required. The Merger shall become effective upon filing as set forth in the Certificates of Merger (the "Effective Date").
  - (b) The Merger shall have the effects set forth in the FBCA and the applicable laws of the jurisdiction in which each Subsidiary is incorporated or formed, as applicable, including without limitation, Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, from the Effective Date, (i) all the properties, rights, privileges, immunities, powers and franchises of each of

the Subsidiaries shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of each of the Subsidiaries shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Date shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the certificate of incorporation of the Acquiror in effect at the Effective Date, as amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.
4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.
5. Cancellation of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of the Acquiror, the Subsidiaries, or the holders of shares of capital stock or the limited liability company membership interests, as the case may be, of the Subsidiaries:
  - (a) each share of common stock ("Subsidiary Common Stock") and each limited liability company membership interest ("Subsidiary LLC Interests"), as the case may be, of each Subsidiary, issued and outstanding immediately prior to the Effective Date that is owned by the Acquiror or a Subsidiary (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and
  - (b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Date shall remain outstanding following the consummation of the Merger.
6. Stock Certificates. Upon surrender of the certificate or certificates (the "Certificates") that immediately prior to the Effective Date evidenced outstanding shares of Subsidiary Common Stock or the Subsidiary LLC Interests to Acquiror for cancellation, each such Certificate shall forthwith be canceled.
7. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent entity of Florida, as well as the enforcement of any obligation of the Surviving Corporation arising from this Merger and irrevocably appoints the Secretary of State of Florida as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the Surviving Corporation at C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.
8. Entire Agreement. This Agreement together with the Certificates of Merger constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.
9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

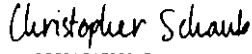
10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
12. Amendment and Modification Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


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[SIGNATURE PAGE – MERGER INTO BCFWC]


BURLINGTON COAT FACTORY  
WAREHOUSE CORPORATION

DocuSigned by:  
  
16CF3AC54F2604E4  
By: Christopher Schaub  
Title: Vice President

SUBSIDIARY CORPORATION

DocuSigned by:  
  
16CF3AC54F2604E4  
By: Christopher Schaub  
Title: Vice President of the Subsidiary  
corporation set forth on Exhibit A hereto

SUBSIDIARY LIMITED LIABILITY  
COMPANY

DocuSigned by:  
  
16CF3AC54F2604E4  
By: Burlington Coat Factory Warehouse  
Corporation, as sole member of the  
Subsidiary limited liability company set forth  
on Exhibit A hereto  
By: Christopher Schaub  
Title: Vice President

**EXHIBIT A**

Subsidiary Corporation and Subsidiary Limited Liability Company

**New Jersey**

BCF Florence Urban Renewal II, LLC

**Rhode Island**

Cohoes Fashions of Cranston, Inc.