



State of Rhode Island

Department of State - Business Services Division

Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited

Liability Company or Non-Profit Corporation

 RECEIVED
 R.I. DEPT. OF STATE
 BUS SVCS DIV

2023 APR 28 P 2:38

→ 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 under which entity is organized
27805	North Kingstown (Stony Lane) Six Principle	Non-Profit Corp.	RI
	Baptist Church		
1671838	City On A Hill CHRISTIAN CHURCH	Non-Profit Corp.	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:

North Kingstown (Stony Lane) Six Principle Baptist Church

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:

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:

N/A

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

APR 28 2023

BY *NVBLA*

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: 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.ri.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.ri.gov]

SECTION 12 TO BE COMPLETED BY ALL MEMBERS OR GOVERNING BODIES

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

North Kingstown (Stony Lane) Six Principle Baptist Church

Type or Print Name of Person Signing

Robert Brown

Title of Person Signing

Elder

Signature



Date

April 19, 2023

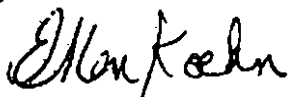
Type or Print Name of Person Signing

Ellen Koehn

Title of Person of Signing

Secretary/Clerk

Signature



Date

April 27, 2023

Type or Print Entity Name

City On A Hill CHRISTIAN CHURCH

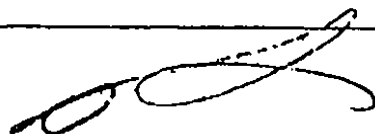
Type or Print Name of Person Signing

Richard Bringhurst

Title of Person Signing

President

Signature



Date

April 19, 2023

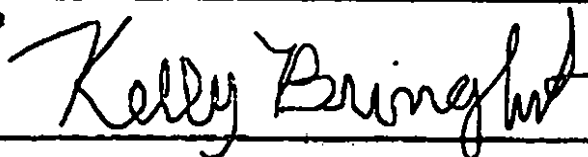
Type or Print Name of Person Signing

Kelly Bringhurst

Title of Person Signing

Secretary

Signature



Date

4-28-2023

PLAN AND AGREEMENT OF MERGER

This *PLAN AND AGREEMENT OF MERGER* ("Agreement of Merger") entered into as of April 19, 2023 by and between *North Kingstown (Stony Lane) Six Principle Baptist Church*, a Rhode Island domestic non-profit corporation ("SL") and *City On A Hill CHRISTIAN CHURCH*, a Rhode Island domestic non-profit corporation ("COH"), such corporations collectively called the "Constituent Corporations".

WITNESSETH:

WHEREAS, SL is a domestic non-profit corporation duly organized under the laws of the State of Rhode Island and has its principal office in the State of Rhode Island at 921 Old Baptist Road, North Kingstown, Rhode Island; and

WHEREAS, COH is a domestic non-profit corporation duly organized under the laws of the State of Rhode Island and has its principal office in the State of Rhode Island at 59 Iron Horse Terrace, North Kingstown, Rhode Island; and

WHEREAS, the respective Governing Bodies, Boards and Members of SL and COH believe that the merger of COH into SL as the surviving corporation upon the terms and conditions hereinafter set forth (the "Merger") would be advantageous and beneficial to their respective corporations, and such Governing Bodies, Boards and Members have approved and authorized this Agreement of Merger; and

WHEREAS, SL understands that prior to the merger COH will not disburse all of its intangible personal property, including, without limitation, cash on hand, with the result that all cash or other intangible personal property now owned by COH shall be held as an asset of the surviving corporation after the merger.

NOW THEREFORE, SL and COH hereby agree that, pursuant to the applicable laws of the State of Rhode Island, and subject to the terms and conditions hereinafter set forth, COH shall be merged into SL and the terms and conditions of the Merger, and the mode of conveying the same into effect, shall be as follows:

ARTICLE I

Upon the Merger Date, as hereinafter defined, COH shall be merged into SL. SL shall be the surviving corporation and shall continue to be governed by the laws of the State of Rhode Island. SL as such surviving corporation is hereinafter sometimes referred to as the "Surviving Corporation".

ARTICLE II

Articles of Incorporation, By-Laws, Officers and Directors of the Surviving Corporation

As a result of the Merger, the Articles of Incorporation and Constitution and By-Laws of the Surviving Corporation shall not be amended and shall continue in full force and effect as the Constitution, Articles of Incorporation and By-Laws of the Surviving Corporation until they shall be altered or amended as provided therein or as provided by law, and all terms and provisions thereof are hereby incorporated herein.

The Constitution and By-Laws of SL, as in effect immediately prior to the Merger Date, shall continue in full force and effect after the merger Date as the Constitution and By-Laws of the Surviving Corporation until they shall be altered, amended or repealed as provided therein or as provided by law.

From and after the Merger Date, the respective officers of the Surviving Corporation shall be held by the party whose name appears next to it:

Church Officers:

**President – Richard Bringhurst
Vice President – John Dyer
Secretary – Ellen Koehn
Assistant Secretary - Vacant
Treasurer – Robert Brown**

Elders:

**Richard Bringhurst
Robert Brown
David Quinn
Greg Brennan
James Ricci**

Deacons:

**John Dyer
David Hinchliffe
William Moone
John Burgess
Harold Koehn
William Cooke
William Soares**

If at the Merger Date a vacancy shall exist in any Governing Body, Board or Office of the Surviving Corporation, such vacancy shall be filled in the manner provided by the Constitution and By-Laws of the Surviving Corporation.

ARTICLE III

Membership

On the Merger Date, each member of COH, named in its membership records as a member in good standing shall be deemed a member of Surviving Corporation.

ARTICLE IV

Status, Rights and Liabilities of the Constituent Corporations and of the Surviving Corporation Following the Merger

Upon the Merger Date, the effect of the merger shall be as provided in the applicable provisions of the Rhode Island Nonprofit Corporation Act. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date the separate existence of COH shall cease, and the Surviving Corporation shall, without other transfer, act or deed, succeed to and possess all the rights, privileges, power and franchises, both public and private, and be subject to all the restrictions, disabilities and duties, of each of said corporations so merged, and all and singular the rights, privileges, powers and franchises of each of said corporations, and all estate, and all property, real, personal and mixed, and all debts due to each of said corporation on whatever account, as well as all other things in action or belonging to each of said corporations, shall be deemed transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall without further transfer, act or deed be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title of any and all real estate vested by deed or otherwise in the respective Constituent Corporations 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 the respective Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and furthermore, all corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of COH which were valid and effective

immediately prior to the Merger Date shall be taken for all purposes as of the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to COH; the respective assets of COH and SL shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the Merger Date; the respective liabilities and reserves of COH and SL shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately prior to the Merger Date.

ARTICLE V

Approval and Adoption by Members and Directors of Constituent Corporations and Effective Date

This Agreement of Merger shall be submitted for approval and adoption by each of the Constituent Corporations in accordance with the Rhode Island Nonprofit Corporation Act, and if this Agreement of Merger shall be so approved and adopted, Articles of Merger pursuant to Section 7-6-46 of the Rhode Island Nonprofit Corporation Act shall be filed with the Secretary of State of Rhode Island. The Merger shall become effective at, and the term "Merger Date" shall mean for the purpose of this Agreement of Merger, the time when a Certificate of Merger shall have been filed with the Secretary of State of Rhode Island.

ARTICLE VI

Termination and Amendment

Anything herein or elsewhere to the contrary notwithstanding, subject to the applicable

laws of the State of Rhode Island, the Merger Date may be delayed or this Agreement of Merger may be abandoned by SL or by COH by appropriate resolution at any time prior to the execution by both parties of the Articles of Merger, but not thereafter notwithstanding approval or adoption of this Agreement by the members of SL or COH, for any reason whatsoever.

In the event of abandonment of the Agreement of Merger by SL or COH, COH shall immediately and after demand by SL vacate the premises at 921 Old Baptist Road, North Kingstown, Rhode Island, and COH's permission to use said premises for its services, or for any purpose whatsoever, shall upon receipt of such demand cease.

At any time before and after approval and adoption by the Members of SL and before the execution of the Articles of Merger by both parties, this Agreement of Merger may be amended in any manner as may be determined in the judgment of the respective Boards of the Constituent Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement of Merger and the Merger provided for herein, in accordance with the purposes and intent of this Agreement of Merger.

ARTICLE VII

Execution in Counterparts

This Agreement of Merger may be executed in any manner of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, SL and COH have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their respective officers thereunto duly authorized.

North Kingstown (Stony Lane) Six Principle
Baptist Church

Corporate Seal
Attest:

By: Robert Brown
Robert Brown, Chairman
Board of Elders

Ellen Koehn

By: Ellen Koehn
Ellen Koehn, Secretary/Clerk

Corporate Seal
Attest:

Kelly Bringhurst

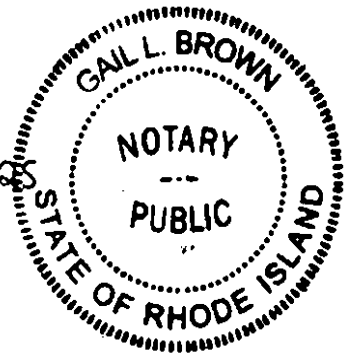
City On A Hill CHRISTIAN CHURCH

By: Richard A. Bringhurst
Richard A. Bringhurst, President

STATE OF RHODE ISLAND
COUNTY OF Washington

Then personally appeared before me on April 19, 2023 the above-named Robert Brown, Chairman, Board of Elders of North Kingstown (Stony Lane) Six Principle Baptist Church and acknowledged the foregoing instrument to be his free act and deed on behalf of North Kingstown (Stony Lane) Six Principle Baptist Church, a Rhode Island domestic non-profit corporation.

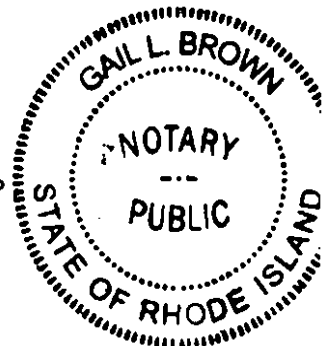
Gail L. Brown
Notary Public
My Commission Expires: 06/27/2025



STATE OF RHODE ISLAND
COUNTY OF Washington

Then personally appeared before me on April 19, 2023 the above-named Ellen Koehn, Secretary/Clerk of North Kingstown (Stony Lane) Six Principle Baptist Church and acknowledged the foregoing instrument to be his/her free act and deed on behalf of North Kingstown (Stony Lane) Six Principle Baptist Church, a Rhode Island domestic non-profit corporation.

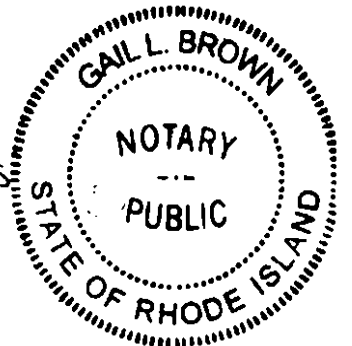
Gail L. Brown
Notary Public
My Commission Expires: 06/27/2025



STATE OF RHODE ISLAND
COUNTY OF Washington

Then personally appeared before me on April 19, 2023 the above-named Richard A. Bringham, President of City On A Hill CHRISTIAN CHURCH and acknowledged the foregoing instrument to be his free act and deed on behalf of City On A Hill CHRISTIAN CHURCH, a Rhode Island domestic non-profit corporation.

Gail L. Brown
Notary Public
My Commission Expires: 06/27/2025



NORTH KINGSTOWN (STONY LANE) SIX PRINCIPLE BAPTIST CHURCH

Resolution

On March ¹⁹, 2023, the Members of North Kingstown (Stony Lane) Six Principle Baptist Church ("Church"), met at a duly called Special Business Meeting for the purpose of conducting any and all lawful business properly brought before the Members. In particular, the Members were provided adequate prior notice that they would be considering the corporate merger of the Church with City On A Hill CHRISTIAN CHURCH. A quorum being present the following VOTES were taken and approved by unanimous vote of the Members present:

VOTED: To adopt the Plan and Agreement of Merger presented by Elder Robert Brown. The said merger will result in the North Kingstown (Stony Lane) Six Principle Baptist Church being the surviving entity and all of the assets of City On A Hill CHRISTIAN CHURCH will be transferred to the Church.

VOTED: To authorize Robert Brown, Elder, to execute any and all documents necessary, desirable or expedient to carry out the intentions of the Members or voted herein and to effect or facilitate the filing, recording or official approvals of the Plan and Agreement of Merger and the Merger provided for therein, in accordance with the purposes and intent of this Resolution.

Corporate Seal

Attest:


Ellen Koehn, Secretary

City on a Hill CHRISTIAN CHURCH

Resolution

On March 12, 2023, the Members of City on a Hill CHRISTIAN CHURCH ("Church"), met at a duly called Special Business Meeting for the purpose of conducting any and all lawful business property brought before the Members. In particular, the Members were provided adequate prior notice that they would be considering the corporate merger of the Church with North Kingstown (Stony Lane) Six Principle Baptist Church. A quorum being present the following VOTES were taken and approved by unanimous vote of the Members present:

VOTED: To adopt the Plan and Agreement of Merger described by the President Richard Bringhurst. The said merger will result in the North Kingstown (Stony Lane) Six Principle Baptist Church being the surviving entity and all of the assets of the Church will be transferred to the surviving entity.

VOTED: To authorize Richard Bringhurst, to execute any and all documents necessary, desirable or expedient to carry out the intentions of the Members or voted herein and to effect or facilitate the filing, recording or official approvals of the prepared Plan and Agreement of Merger and the Merger provided for therein, in accordance with the purposes and intent of this Resolution.

Corporate Seal

Attest:

Kelly Bringhurst
Kelly Bringhurst, Secretary



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, 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:

April 28, 2023 02:38 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Gregg M. Amore
Secretary of State

