



**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

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

RECEIVED  
 R.I. DEPT. OF STATE  
 BUS SVCS. DIV.  
 2023 JUN 30 P 1:21

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>
000789706	Fund for UCAP Realty Company	non-profit corporation	RI
000162637	Fund for UCAP	non-profit corporation	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: Fund for UCAP

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. See Exhibit A attached hereto and made a part hereof.

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

FILED

JUN 30 2023

BY

FORM 610 - Revised: 04/2023

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 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

Fund for UCAP Realty Company

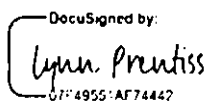
Type or Print Name of Person Signing

LYNN PRENTISS

Title of Person Signing

President

Signature

DocuSigned by:  
  
 07F49551AF74442

Date

June 27, 2023

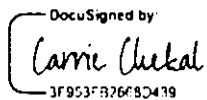
Type or Print Name of Person Signing

Carrie Chekal

Title of Person of Signing

Secretary

Signature

DocuSigned by:  
  
 3F953FB76F8D419

Date

June 27, 2023

Type or Print Entity Name

Fund for UCAP

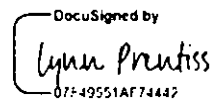
Type or Print Name of Person Signing

LYNN PRENTISS

Title of Person Signing

President

Signature

DocuSigned by:  
  
 07F49551AF74442

Date

June 27, 2023

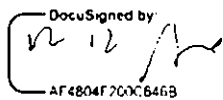
Type or Print Name of Person Signing

William Jennings

Title of Person Signing

Secretary

Signature

DocuSigned by:  
  
 AF4804F700C646B

Date

June 30, 2023

FUND FOR UCAP REALTY COMPANY  
CORPORATE ID# 000789706

FUND FOR UCAP  
CORPORATE ID# 000162637

Exhibit A  
to  
Articles of Merger

PURSUANT TO THE PROVISIONS OF SECTION 7-6-45(a)(2) OF THE RHODE ISLAND NONPROFIT CORPORATION ACT, THE FOLLOWING DOMESTIC NON-PROFIT CORPORATIONS HAVE APPROVED THE MERGER AND ADOPTED THE AGREEMENT AND PLAN OF MERGER IN THE MANNER DESCRIBED BELOW:

Fund for UCAP Realty Company: The resolutions approving the merger and adopting the Agreement and Plan of Merger (the "Plan of Merger") were adopted by a consent in writing signed by all members entitled to vote with respect thereto and all members of the Board of Directors on June 27, 2023.

Fund for UCAP: The resolutions approving the merger and adopting the Agreement and Plan of Merger (the "Plan of Merger") were adopted at a meeting of the Board of Directors held on June 7, 2023.

The number of votes cast for the Plan of Merger by each of the above-referenced voting groups was sufficient for approval by each such voting group.

*Execution Version*

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**AGREEMENT AND PLAN OF MERGER**

**DATED AS OF JUNE 27, 2023**

**BY AND BETWEEN**

**FUND FOR UCAP**

**AND**

**FUND FOR UCAP REALTY COMPANY**

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THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 27, 2023, is made and entered into by and between the Fund for UCAP, a Rhode Island non-profit corporation ("FFU"), and Fund for UCAP Realty Company, a Rhode Island non-profit corporation ("FFUR").

WHEREAS, FFU is a public charity described in Section 501(c)(3) of the Code and organized and operating exclusively for the purpose of operating and supporting the Urban Collaborative in Providence, Rhode Island, a task-based school for at-risk and economically challenged children in urban centers in the Northeastern United States and providing other forms of humanitarian aid in cooperation with other agencies and groups that share similar goals and philosophies.

WHEREAS, FFUR is a public charity described in Section 501(c)(3) of the Code and is organized and operating exclusively to assist the Urban Collaborative in its efforts to create and implement high quality education programs that are responsive to the unique needs of at-risk youth.

WHEREAS, FFU and FFUR have decided that combining their efforts and platforms would, through synergies, greater resources and a complementary focus, strengthen their ability to fulfill their charitable objectives and missions;

WHEREAS, in order to achieve their goals as a combined enterprise, FFUR has agreed to merge with and into FFU (the "Merger");

WHEREAS, the FFU Board and the FFUR Board have each (1) approved the execution and delivery of, and performance under, this Agreement and (2) resolved and determined that the transactions contemplated under this Agreement (including the consummation of the Merger upon the terms and subject to the conditions set forth in this Agreement and in accordance with the relevant provisions of the RI Law) are advisable and in the best interests of its respective organization to proceed with the Merger at the Effective Time; and

WHEREAS, FFU and FFUR desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 Definitions. As used in this Agreement, the following defined terms shall have the meanings indicated below:

"Action or Proceeding" means any action, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation or audit.

"Agreement" means this Agreement and Plan of Merger and the Exhibits and the Schedules hereto and the certificates delivered in accordance with this Agreement, as the same shall be amended from time to time.

"Articles" has the meaning set forth in Section 2.2.

"Assets and Properties" of any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated), including the goodwill related thereto, operated, owned or leased by such Person, including without limitation cash, cash equivalents, investment assets, accounts and notes receivable, chattel paper, documents, instruments, general intangibles, real estate, equipment, inventory, goods and Intellectual Property.

"Contract" means any agreement, lease, and evidence of indebtedness, mortgage, indenture, security agreement or other contract (whether written or oral).

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets and confidential know how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

"Laws" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"License" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

"Lien" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

"Order" means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

"Organizational Documents" means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, regulations, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"Person" means any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

"Representatives" means the officers, directors, employees, agents, counsel, accountants, financial advisors, consultants and other representatives of each Constituent Corporation.

"FFUR Board" means the board of directors of FFUR.

"FFUR Board Approval" means the approval by the FFUR Board of this Agreement and the Merger as required pursuant to the terms of FFUR's Organizational Documents and any applicable Law, in each case as in effect as of the date of this Agreement.

"FFU" has the meaning set forth in the preamble.

"FFU Board" means the board of directors of FFU.

"FFU Board Approval" means the approval by the FFU Board of this Agreement and the Merger as required pursuant to the terms of FFU's Organizational Documents and any applicable Law, in each case as in effect as of the date of this Agreement.

"Taxes" means any and all federal, state, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, unemployment, social security, workers' compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges.

1.2 Interpretation. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; and (e) the phrases "ordinary course of business" and "ordinary course of business consistent with past practice" refer to the business and practice of FFU or FFUR, as applicable. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

## ARTICLE 2

### THE MERGER

2.1 The Merger. At the Effective Time, and subject to and upon the terms and conditions of this Agreement, and in accordance with the applicable provisions of the Rhode Island Nonprofit Corporation Act (the "RI Law"). FFUR shall be merged with and into FFU and the separate existence of FFUR shall thereupon cease. FFU, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Combined Corporation". Each of FFU and FFUR is sometimes referred to in this Agreement as a "Constituent Corporation". The Combined Corporation shall continue to be a Rhode Island non-profit charitable corporation, subject to the RI Law.

2.2 Effective Time of the Merger. The Merger shall be consummated by filing properly executed articles of merger (the "Articles"), in the forms attached hereto as Exhibit A-I, with the Office of the Secretary of State of the State of Rhode Island, respectively, on or about the Closing. The Merger shall become effective (the "Effective Time") at the latest to occur of (a) the time the Articles have been accepted for filing by the Office of the Secretary of State of the State of Rhode Island, and (b) such other time as may be specified in the Articles.



2.3 Effect of the Merger. At and after the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the RI Law. Without limiting the generality of the foregoing, at the Effective Time, all of the property, rights, privileges, powers and franchises of FFUR shall vest in the Combined Corporation, and all debts, liabilities and duties of FFUR shall become the debts, liabilities and duties of the Combined Corporation.

2.4 Closing

2.4.1 The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Locke Lord, LLP, located at 2800 Financial Plaza, Providence, RI 02903 or remotely by e-mail or fax at 10:00 a.m. local time on the date hereof. The date of the Closing is referred to herein as the "Closing Date".

2.4.2 Upon the terms and subject to the conditions set forth in this Agreement, in reliance on the representations, warranties and agreements of FFUR contained herein, FFU shall deliver to FFUR at the Closing the following (in form and substance reasonably satisfactory to FFUR and its legal counsel):

(a) a certificate dated as of the Closing Date and executed by the Secretary of FFU, certifying: (i) the FFU Board Approval and (ii) FFU's Organizational Documents

2.4.3 Upon the terms and subject to the conditions set forth in this Agreement, in reliance on the representations, warranties and agreements of FFU contained herein, FFUR shall deliver to FFU at the Closing the following (in form and substance reasonably satisfactory to FFU and its legal counsel):

(a) a certificate dated as of the Closing Date and executed by the Secretary of FFUR, certifying: (i) the FFUR Board Approval and (ii) FFUR's Organizational Documents;

(b) evidence that FFUR has obtained all consents (or in lieu thereof waivers), and has delivered all notices, to the performance by FFU of its obligations under this Agreement or to the consummation of the transactions contemplated hereby as are required under any Contract to which FFUR is a party or by which any of its Assets and Properties are bound;

(c) resignations of all members of the FFUR Board and all officers of FFUR, effective as of the Closing.

2.5 Further Assurances. Each party will execute such further documents and instruments and take such further actions as may be requested by the other to consummate the Merger, to vest the Combined Corporation with full title to all assets, properties, rights, approvals, immunities and franchises of FFUR or to effect any other purpose of this Agreement.

## ARTICLE 3

### ORGANIZATION

3.1 Articles of Organization. From and after the Effective Time, and without any further action of the Constituent Corporations, the articles of organization of FFU in effect immediately prior to the Merger shall be the articles of organization of the Combined Corporation until thereafter amended.

3.2 Bylaws. From and after the Effective Time, and without any further action of the Constituent Corporations, the bylaws of the Combined Corporation shall be in the form set forth as Exhibit B until thereafter amended.

3.3 Directors. From and after the Effective Time, the Board of Directors of the Combined Corporation (the "Combined Board") shall consist of the members of the Board of Directors of FFU immediately prior to the Closing.

3.4 Officers. From and after the Effective Time, the initial officers of the Combined Corporation shall consist of the officers of FFU immediately prior to the Closing.

#### ARTICLE 4

#### REPRESENTATIONS AND WARRANTIES OF FFU

FFU hereby represents and warrants to FFUR as follows:

4.1 Organization and Authority. FFU is a non-profit charitable corporation, duly organized, validly existing and in good standing under the laws of the State of Rhode Island and has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by FFU of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of FFU. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by FFU, and (assuming due authorization, execution and delivery by FFUR) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of FFU enforceable against FFU in accordance with their respective terms.

4.2 No Conflicts. The execution and delivery by FFU of this Agreement do not, and the performance by FFU of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

4.2.1 conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Organizational Documents or charitable purpose of FFU;

4.2.2 conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to FFU or any of its Assets and Properties in a manner that could reasonably be expected to have a material adverse effect on the Combined Corporation;

4.2.3 (a) conflict with or result in a violation or breach of, (b) constitute (with or without notice or lapse of time or both) a default under, (c) require FFU to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (d) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, (e) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under, or (f) result in the creation or imposition of any Lien upon FFU or any of its Assets and Properties under, any Material Contract or material License to which FFU is a party or by which any of its Assets and Properties are bound in a manner that could reasonably be expected to have a material adverse effect on the Combined Corporation; or

4.2.4 jeopardize the qualification of FFU as an organization described in Section 501(c)(3) of the Code.

4.3 Governmental Approvals and Filings. Except as contemplated by Section 2.2 of this Agreement, no consent, approval or action of, filing with or notice to any Governmental or Regulatory

Authority on the part of FFU is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

4.4 Tax Exempt Status. FFU (a) is exempt from federal income tax as an organization described in Section 501(c)(3) of the Code and (b) has not taken or failed to take any action which action or failure to act would jeopardize the qualification of FFU as an organization described in Section 501(c)(3) of the Code.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF FFUR

Subject to the exceptions disclosed in writing in disclosure schedule attached to this Agreement (the "Disclosure Schedule"), which shall be arranged in sections corresponding to the relevant numbered and lettered sections contained in this Article 5, FFUR hereby represents and warrants to FFU as follows:

5.1 Organization and Authority. FFUR is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Rhode Island and has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by FFUR of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of FFUR. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by FFUR, and (assuming due authorization, execution and delivery by FFU) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of FFUR enforceable against FFUR in accordance with their respective terms.

5.2 No Conflicts. The execution and delivery by FFUR of this Agreement do not, and the performance by FFUR of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

5.2.1 conflict with or result in a violation or breach of any of the terms, conditions or provisions of the Organizational Documents or charitable purpose of FFUR;

5.2.2 conflict with or result in a violation or breach of any term or provision of any Law or Order applicable to FFUR or any of its Assets and Properties in a manner that could reasonably be expected to have a material adverse effect on the Combined Corporation; or

5.2.3 (a) conflict with or result in a violation or breach of, (b) constitute (with or without notice or lapse of time or both) a default under, (c) require FFUR to obtain any consent, approval or action of, make any filing with or give any notice to any Person as a result or under the terms of, (d) result in or give to any Person any right of termination, cancellation, acceleration or modification in or with respect to, (e) result in or give to any Person any additional rights or entitlement to increased, additional, accelerated or guaranteed payments under, or (f) result in the creation or imposition of any Lien upon FFUR or any of its Assets and Properties under, any Material Contract or material License to which FFUR is a party or by which any of its Assets and Properties are bound in a manner that could reasonably be expected to have a material adverse effect on the Combined Corporation.

5.3 Governmental Approvals and Filings. Except as contemplated by Section 2.2 of this Agreement, no consent, approval or action of, filing with or notice to any Governmental or Regulatory

Authority on the part of FFUR is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

**5.4 Taxes and Tax Returns.**

5.4.1 FFUR is exempt from federal income tax as an organization described in Section 501(c)(3) of the Code. FFUR has filed any and all returns, declarations, reports, claims for refund, or information returns or statements relating to Taxes in a timely manner for any period ending on or prior to the date of this Agreement, and all Taxes due (whether or not indicated thereon) have been paid, except where such Taxes are being contested in good faith by appropriate proceedings and reserved against on the books of FFUR in accordance with GAAP.

5.4.2 FFUR has not taken or failed to take any action which action or failure to act would jeopardize the qualification of FFUR as an organization described in Section 501(c)(3) of the Code.

**ARTICLE 6**

**COVENANTS**

6.1 Tax Matters. Promptly following the execution of this Agreement, but no later than the fifteenth calendar day of the fifth month following the Closing (subject to adjustment for any extensions received from the relevant tax authorities), FFU shall notify the Internal Revenue Service of the Merger by filing a final Form 990, 990-EZ or 990-N (as the case may be) with respect to FFUR, and shall file any other applicable federal, state or local tax returns or forms required under applicable law, including Form PC with the Rhode Island Attorney General's Office.

**ARTICLE 7**

**MISCELLANEOUS**

7.1 Access to Information. Each Constituent Corporation shall afford to the other party and its Representatives reasonable access to its Assets and Properties, books of account, minute books and other records during the period prior to the Effective Time to obtain all information concerning its business as such other party may reasonably request. Each Constituent Corporation shall furnish to the other party all such documents and copies of documents and records and information with respect to itself and its affiliates and copies of any working papers relating thereto as the other party may reasonably request.

7.2 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by facsimile transmission, by electronic mail or mailed by certified or registered mail, return receipt requested, to the parties at the following addresses or facsimile numbers:

If to FFU to:

Paula DeBlois  
Chair  
75 Carpenter Street  
Providence, Rhode Island 02903

Copy to (which shall not constitute notice):

Douglas G. Gray  
Locke Lord LLP  
2800 Financial Plaza  
Providence, Rhode Island 02903  
Email: Douglas.Gray@lockelord.com

If to FFUR to: Gib Conover

Copy to (which shall not constitute notice):

Douglas G. Gray  
Locke Lord LLP  
2800 Financial Plaza  
Providence, Rhode Island 02903  
Email: Douglas.Gray@lockelord.com

7.3 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

7.4 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

7.5 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

7.6 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

7.7 No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto; any attempted assignment will be void, except for assignments and transfers by operation of Law. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

7.8 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

7.9 Governing Law. This Agreement and any Proceeding of any kind or any nature (whether based upon contract, tort or otherwise) that is any way related to this Agreement or any of the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of Rhode Island without giving effect to the conflicts of laws principles thereof.

7.10 Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or

relating to the relationship of the Constituent Corporations, this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than the state and federal courts in the State of Rhode Island. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state and federal courts in the State of Rhode Island. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7.11 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.11.

7.12 Counterparts. This Agreement may be executed via facsimile or otherwise in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[signature page to follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each party hereto as of the date first above written.

**Fund for UCAP,**  
a Rhode Island non-profit corporation

DocuSigned by:  
By: Lynn Prentiss  
Name: Lynn Prentiss  
Title: President  
DocuSigned by:  
By: William Jennings  
Name: William Jennings  
Title: Secretary

**Fund for UCAP Realty Company,**  
a Rhode Island non-profit corporation

DocuSigned by:  
By: Lynn Prentiss  
Name: Lynn Prentiss  
Title: President  
DocuSigned by:  
By: Carrie Chekal  
Name: Carrie Chekal  
Title: Secretary

**Exhibit A-1**  
**Articles of Merger (Rhode Island)**





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

Stamp

- 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>
000789706	Fund for UCAP Realty Company	non-profit corporation	RI
000162637	Fund for UCAP	non-profit corporation	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: Fund for UCAP

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. See Exhibit A attached hereto and made a part hereof.

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:

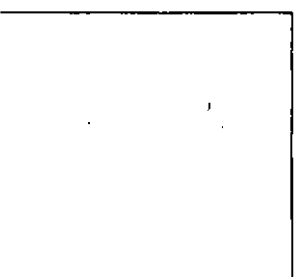
### MAIL TO:

#### Division of Business Services

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

Phone: (401) 222-3040

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



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](mailto: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](mailto: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](mailto:tax.collections@tax.ri.gov)]

<b>SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES</b>		
<i>Under penalty of perjury, we declare and affirm that we have examined these Articles of Merge: or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.</i>		
Type or Print Entity Name Fund for UCAP Realty Company		
Type or Print Name of Person Signing LYNN PRENTISS	Title of Person Signing President	
Signature		Date
Type or Print Name of Person Signing Carrie Chekal	Title of Person of Signing Secretary	
Signature		Date June 27, 2023
Type or Print Entity Name Fund for UCAP		
Type or Print Name of Person Signing LYNN PRENTISS	Title of Person Signing President	
Signature		Date
Type or Print Name of Person Signing William Jennings	Title of Person Signing Secretary	
Signature		Date June 30, 2023

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).



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:

June 30, 2023 01:21 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*

