



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

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R.I. DEPT. OF STATE
BUS SVCS DIV

2023 SEP 15 A 10:51

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>
000505001	PROVDOTNET LLC	Limited Liability Company	RI
001008472	Irontrust Properties, LLC	Limited Liability Company	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:
PROVDOTNET LLC

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

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding, and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

FILED

SEP 15 2023 10:51am
BY LKS 65DGG

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
PROVDOTNET LLC

Type or Print Name of Person Signing
Ronald C. Sacks

Title of Person Signing
Manager

Signature



Date

9/14/2023

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name
Irontrust Properties, LLC

Type or Print Name of Person Signing
John Chenard

Title of Person Signing
Authorized Member

Signature



Date

9/14/2023

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

Execution Copy

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

PROVDOTNET LLC

AND

IRONTRUST PROPERTIES, LLC D/B/A IRONTRUST NETWORKS

DATED: JULY 31, 2023

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Merger Agreement**") dated as of July 31, 2023 is by and between **PROVDOTNET LLC**, a Rhode Island limited liability company ("**PDN**"), and **Irontrust Properties, LLC d/b/a Irontrust Networks**, a Rhode Island limited liability company ("**ITN**").

WHEREAS, PDN is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, ITN is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the membership interests of PDN (the "**PDN Interests**") are currently held by the persons, as members of PDN (the "**PDN Members**"), and in the amounts, as set forth in *Exhibit A*; and

WHEREAS, the membership interests of ITN (the "**ITN Interests**") are currently held by the persons, as members of ITN (the "**ITN Members**"), and in the amounts, as set forth in *Exhibit B*; and

WHEREAS, the Board of Directors of PDN (the "**PDN Board**") and the PDN Members, and the Board of Directors of ITN (the "**ITN Board**") and the voting and non-voting ITN Members, have each agreed that it is advisable and in the best interests of their respective companies that ITN merge with and into PDN, upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the PDN Board and the PDN Members, and the ITN Board and the voting and non-voting ITN Members each have, by unanimous written consent dated on or about the date hereof (the "**Consents**"), duly adopted, ratified and approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, PDN and ITN hereby agree as follows:

1. **Merger.** ITN will be merged with and into PDN (the "**Merger**"), and PDN shall be the surviving company (hereinafter sometimes referred to as the "**Surviving Company**"). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("**Effective Time**").

2. **Governing Documents.** The Articles of Organization of PDN as in effect immediately prior to the Effective Time, a copy of which is attached hereto as *Exhibit C*, shall be the Articles of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Amended and Restated Operating Agreement, as amended, of PDN as in effect immediately prior to the Effective Time, a copy of which is attached hereto as *Exhibit D*, shall be the Operating Agreement of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time:

a. The separate company existence of ITN shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchises, of a public and private nature, and be subject to all the restrictions, liabilities and duties of ITN;

b. All and singular rights, privileges, powers and franchises of ITN and all property, real, personal and mixed, and all debts due to ITN on whatever account, including promises to make capital contributions, and all other things in action or due to or belonging to ITN shall be vested in the Surviving Company without further act or deed;

c. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of ITN, and the title to any real property vested by deed or otherwise, under the laws of the State of Rhode Island, or of any of the other states of the United States, in ITN 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 ITN shall be preserved unimpaired;

d. All debts, liabilities and duties of ITN shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

e. All company acts, plans, policies, agreements, arrangements, approvals and authorizations of ITN and its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to ITN;

f. The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains in the State of Rhode Island for any prior obligation of ITN;

4. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of ITN such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of ITN and otherwise to carry out the purposes of this Merger Agreement, and the officers and Members of the Surviving Company are fully authorized in the name and on behalf of ITN to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Consideration for ITN Membership Interests. The PDN Members and the voting and non-voting ITN Members each have, as set forth in the respective Consents, acknowledged and agreed to the respective valuations of PDN and ITN, the resulting percentages of membership interests of the Surviving Company (the "**Surviving Company Interests**") to be issued to ITN Members at the Effective Time and the percentages of Surviving Company Interests to be held by

each of the members of the Surviving Company upon consummation of the Merger, which is as set forth in *Exhibit E* attached hereto.

6. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each ITN Interest outstanding immediately prior to the Effective Time shall be cancelled, and in consideration therefor, the holders of the ITN Interests will receive Surviving Company Interests in the percentages as set forth in *Exhibit E*; and

b. Each PDN Interest presently issued and outstanding shall be adjusted to reflect the Merger in accordance with the Surviving Company Interest percentages as reflected in *Exhibit E*.

7. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

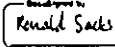
8. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the PDN Members or the ITN Members if circumstances arise which, in the opinion of either the PDN Members or the ITN Members, make the Merger inadvisable.

9. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in counterparts, each of which shall be deemed to be an original and the same agreement.

Signatures appear on following page

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be signed by their respective duly authorized person as of the date first above written.

PROVDOTNET LLC

By: 
Name: Ronald C. Sacks
Title: Manager

**IRONTRUST PROPERTIES, LLC
D/B/A IRONTRUST NETWORKS**

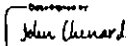
By: 
Name: John Chenard
Title: Authorized Member

EXHIBIT A

PROVDOTNET LLC – MEMBERS AND PERCENTAGE INTERESTS

Ronald C. Sacks 122 Border Street Cohasset, MA 02025	38.00%
John Chenard 115 Hornbine Road Rehoboth, MA 02769	44.50%
Richard Bosco 32 Remington Farm Drive Coventry, RI 02816	5.00%
Evan Sacks 53 M Street, Unit 4 Boston, MA 02127	9.50%
Matthew Smith	3.00%

EXHIBIT B

**IRONTRUST PROPERTIES, LLC D/B/A IRONTRUST NETWORKS -
MEMBERS AND PERCENTAGE INTERESTS**

Ronald C. Sacks 122 Border Street Cohasset, MA 02025	39.13%
John Chenard 115 Hornbine Road Rehoboth, MA 02769	34.78%
Evan Sacks 53 M Street, Unit 4 Boston, MA 02127	26.09%

EXHIBIT C

(SEE ATTACHED - PROVDOTNET LLC ARTICLES OF ORGANIZATION)

EXHIBIT D

(SEE ATTACHED - PROV DOTNET LLC OPERATING AGREEMENT)

EXHIBIT E

PROVDOTNET LLC – POST-MERGER MEMBERS AND PERCENTAGE INTERESTS

Ronald C. Sacks 122 Border Street Cohasset, MA 02025	38.25%
John Chenard 115 Hornbine Road Rehoboth, MA 02769	42.34%
Richard Bosco 32 Remington Farm Drive Coventry, RI 02816	3.89%
Evan Sacks 53 M Street, Unit 4 Boston, MA 02127	13.19%
Matthew Smith	2.33%



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:

September 15, 2023 10:51 AM

A handwritten signature in black ink, reading "Gregg M. Amore".

Gregg M. Amore
Secretary of State

