



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

RECORDS STAMP
 FOR CLERK OF STATE
 USE ONLY
 REC'D RIDDOS BSD
 24 JAN 30 AM 9:20:30

Pursuant to the provisions of RIGL Title Z, 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>
1767113	L.B., LLC	LLC	RI
1750807	L.B. Transportation Services, LLC	LLC	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: L.B., LLC			
which is to be governed by the laws of the state of: RI			
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 9:20
STAMP
 JAN 30 2024
 BY WF P8n
 KS

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

1-31-2024

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:

N/A

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

L.B., LLC

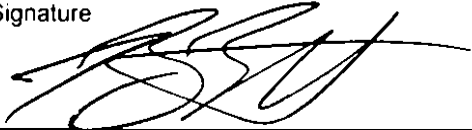
Type or Print Name of Person Signing

Brian Bettenhausen

Title of Person Signing

Manager

Signature



Date

1-30-2024

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

L.B. Transportation Services, LLC

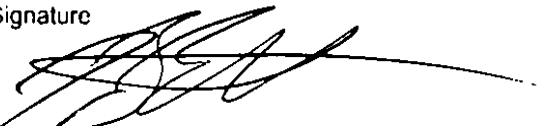
Type or Print Name of Person Signing

Brian Bettenhausen

Title of Person Signing

Manager

Signature



Date

1-30-2024

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

**AGREEMENT AND PLAN OF LIQUIDATION
BY STATUTORY MERGER**

RECD
REC'D
24 JAN 30 10:33 AM '24

THIS AGREEMENT AND PLAN OF LIQUIDATION BY STATUTORY MERGER is made and entered into as of this 30th day of January, 2024 and between L.B., LLC, ("LB", formerly L.B. Corp.) a limited liability company organized and existing under the laws of the State of Rhode Island (L.B. being hereinafter sometimes referred to as the "Surviving Company") and L.B. TRANSPORTATION SERVICES, LLC ("L.B. Transportation"), a limited liability corporation organized and existing under the laws of the State of Rhode Island (L.B. Transportation being hereinafter sometimes referred to as the "Merging Company"), said two entities being hereinafter sometimes referred to collectively as the "Constituent Companies");

WHEREAS, the Members of each of the Constituent Companies deem it advisable and in the best interests of the Constituent Companies that L.B. Transportation be merged with and into L.B., with L.B. being the Surviving Company, under and pursuant to the Laws of the State of Rhode Island and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I
MERGER**

1.1 L.B. Transportation shall be merged with and into L.B. in accordance with the provisions of Section 7-16-59 of the Rhode Island General Laws, as amended. The separate existence of L.B. Transportation shall thereby cease and L.B. shall be the Surviving Company.

1.2 The name of the Surviving Company after the merger shall be "L.B., LLC."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Company shall cease. Except as herein otherwise specifically set forth, from the after the Effective Time the Surviving Company shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with the Constituent Companies. All the rights, privileges, powers and franchises of the Merging Company, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Company, and all debts due on whatever account to it, including all causes in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and invested in the Surviving Company without further act or deeds; and all such property, rates, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Company shall be thereafter as effectively the property of the Surviving Company as they were of the Merging Company.

1.4 From and after the Effective Time, the Surviving Company shall be subject to all the duties and liabilities of a company organized under the Rhode Island Business Limited Liability Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Companies. The rights of the creditors of the Constituent Companies, or of any person dealing with such Companies, or any liens upon the property of such companies, shall not be impaired by this merger, and any claim existing or actual proceeding pending by or against either of such companies may be prosecuted to judgment as of this merger had not taken place, or the Surviving Company may be proceeded against or substituted in the place of the Merging Company. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Company shall continue unaffected and unimpaired by the merger.

ARTICLE II

Terms and Conditions of the Merger

The terms and conditions of the Merger shall be as follows:

2.1 The Merger shall be deemed to be effective as of January 31, 2024 or at such date as required under the Rhode Island Business Limited Liability Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time".

2.2 Prior to the Effective Time, the Constituent Companies shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, the Surviving Company shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Company full title to all of the property, assets, rights, privileges and franchises of the Constituent Companies, or either of them, the officers and directors of the Constituent Companies shall execute and deliver all such instruments and to take all further actions as the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

2.3 As soon as practicable, the Constituent Company shall file (or cause to be filed), pursuant to Section 7-16-59 of the Rhode Island General Laws, as amended, Articles of Merger with the Secretary of State of the State of Rhode Island.

ARTICLE III

Charter, Operating Agreement and Officers

3.1 The Articles of Organization of Company of LB, as in effect immediately prior to the Effective Time, shall, after the Merger, continue to be the

Articles of the Surviving Company until duly amended in accordance with law, and no change to such Articles shall be effected by the Merger.

3.2 The Operating Agreement of LB, as in effect immediately prior to the Effective Time, shall, after the Merger, continue to be the Operating Agreement of the Surviving Company until duly amended in accordance with law, and no change to such Operating Agreement shall be effected by the Merger.

3.3 The persons who are the officers of LB immediately prior to the Effective Time shall, after the Merger, continue as the officers of the Surviving Company without change, to serve, subject to the provisions of the Operating Agreement of the Surviving Company, until their successors have been duly elected and qualified in accordance with the laws of the State of Rhode Island and the Articles of Organization and Operating Agreement of the Surviving Company.

ARTICLE IV **Conversion of Membership Interests**

4.1 The manner of converting membership interest of LB and L.B. Transportation in the Merger shall be as follows:

(a) No conversion will occur with respect to membership interests and certificates of LB issued and outstanding immediately prior to the Effective Time. Each membership interests of LB issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding membership interest of LB on the Effective Time and thereafter.

(b) Upon the effectiveness of the Merger, all membership interests of L.B. Transportation, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate representing any such shall thereafter cease to have any rights with respect to such shares.

ARTICLE V **Miscellaneous**

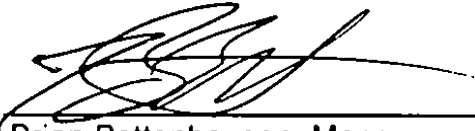
5.1 This Agreement and Plan embodies the entire Agreement between the parties thereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Companies pursuant to the

authorization by the Members of the Constituent Companies, all as of the day and year first above written.

L.B., LLC

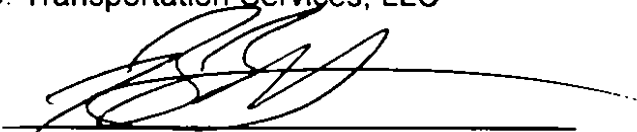
By:



Brian Bettenhausen, Manager

L.B. Transportation Services, LLC

By:



Brian Bettenhausen, Manager