



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

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 *under which entity is organized
	F&J Tanzer Family LP	Limited Partnership	NJ
001772854	F&J Tanzer Family Holdings 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:

F&J Tanzer Family Holdings 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 1154

APR 23 2024

BY

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

☐ Date received (Upon filing)

May 1, 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:

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

F&J Tanzer Family Limited Partnership

Type or Print Name of Person Signing

Floyd Tanzer

Title of Person Signing

General Partner

Signature

Floyd R. Tanzer, MD

Date

4/19/24

Type or Print Name of Person Signing

Judy Silber

Title of Person of Signing

General Partner

Signature

Judy Silber

Date

4/19/24

Type or Print Entity Name

F&J Tanzer Family Holdings LLC

Type or Print Name of Person Signing

Floyd Tanzer

Title of Person Signing

Manager

Signature

Floyd R. Tanzer, MD

Date

4/19/24

Type or Print Name of Person Signing

Judy Silber

Title of Person Signing

Manager

Signature

Judy Silber

Date

4/19/24

PLAN OF MERGER AND CONSOLIDATION

THIS PLAN OF MERGER AND CONSOLIDATION (this “**Agreement**”), dated as of April, 19, 2024, is by and between **F&J Tanzer Family Limited Partnership**, a New Jersey limited partnership (the “**LP**”), and **F&J Tanzer Family Holdings LLC**, a Rhode Island limited liability company (the “**LLC**”).

WHEREAS, the parties hereto desire for the LP to merge into, and consolidate with, the LLC, with the LLC as the surviving entity (the “**Merger**”), pursuant to and in accordance with NJ Rev. Stat. § 42:2A-73 and R.I.G.L. § 7-16-59 (the “**Merger Statutes**”); and

WHEREAS, on or before the date hereof, all of the general partners and limited partners of the LP and all of the managers and members of the LLC, by written consent, each duly adopted, ratified and approved this Agreement.

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

1. **Merger.** The Merger be and hereby is ratified, confirmed and approved and shall become effective upon the time and date of filing of such documents as may be required under the Merger Statutes or such later date as provided in such documents (the “**Effective Time**”). In the event of any inconsistency between this Agreement and the Merger Statutes, the Merger Statutes shall control.
2. **Governing Documents.** Following the Merger, the Articles of Organization of the LLC filed with the Rhode Island Secretary of State and attached hereto as *Exhibit A* shall be the Articles of Organization of the LLC until thereafter amended in accordance with the provisions thereof and applicable laws. The operating agreement adopted by the members of the LLC and dated as of the Effective Time shall be the operating agreement of the LLC without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.
3. **Not a Dissolution.** In accordance with the Merger Statutes, the LP shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and this Agreement shall not constitute a dissolution of the LP.
4. **Merger; Succession.** At the Effective Time:
 - 4.1. The separate existence of the LP shall cease, and the LLC 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 the LP;
 - 4.2. All and singular rights, privileges, powers and franchises of the LP and all property, real, personal and mixed, and all debts due to the LP on whatever account, as well as for share and note subscriptions and all other things or choses in action or belonging to the LP shall be vested in the LLC;

4.3. All property, rights, privileges, powers and franchises, and all and every other interest of the LP shall be thereafter as effectually the property of the LLC as they were of the LP, and the title to any real estate 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 the LP 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 LP shall be preserved unimpaired;

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

4.5. All acts, plans, policies, agreements, arrangements, approvals and authorizations of the LP, its general partners, limited partners, 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 LLC and shall be as effective and binding thereon as the same were with respect to the LP;

4.6. The LLC shall be subject to suit, and the LLC 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 or any other state for any prior obligation of the LP; and

4.7. Each general partner of the LP, and only the General Partners of the LP, shall be appointed a manager of the LLC.

5. **Merger of Percentage Interests.** As of the date hereof, each LP partner's percentage partnership interest in the LP is identical to such partner's percentage membership interest in the LLC. Accordingly, at the Effective Time, by virtue of the Merger and the Merger Statutes and without any action on the part of the holder thereof: (i) each percentage partnership interest in the LP immediately prior to the Effective Time shall be merged with and into the percentage membership interests in the LLC; and (ii) each partner shall have the same percentage membership interest in the LLC as such partner held in the LP immediately prior to the Effective Time. No LP partner or LLC member shall receive any consideration for entering into the merger in addition to membership interests in the LLC as provided in this **Section 5**.

6. **Electronic Signatures; Counterparts.** This Agreement may be executed in counterparts, electronic (".PDF") signatures accepted, and each of which counterparts shall together comprise, collectively, one and the same instrument.

7. **Filing.** This Agreement may be filed with any government office if required by the Merger Statutes.

8. **Copies.** Copies of this Agreement together with any document, certificate, or other instrument required to be filed with any applicable governmental authority pursuant to the Merger Statutes shall be maintained at the LLC's principal place of business, as the same may be updated from time to time by notice to the LLC's members in accordance with its operating agreement. Such copies shall be furnished to any partner of the LP or member of the LLC upon request

therefore. As of the Effective Time, the principal office address of the LLC where such records are to be maintained is 14 Deer Run Road, Bristol, Rhode Island 02809.

9. **Amendment.** Subject to applicable law, this 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.

10. **Abandonment.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the general partners of the LP or the managers of the LLC, notwithstanding approval of this Agreement by the limited partners or the members of either party, if circumstances arise which, in the opinion of the general partners of the LP or the managers of the LLC make the Merger inadvisable.

Signature page follows.

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

LP:

F&J Tanzer Family Limited Partnership

By: Floyd R. Tanzer, M.D.
Name: Floyd R. Tanzer, M.D.
Title: General Partner

By: Judy G. Silber
Name: Judy G. Silber, M.D.
Title: General Partner

LLC:

F&J Tanzer Family Holdings LLC

By: Floyd R. Tanzer, M.D.
Name: Floyd R. Tanzer, M.D.
Title: Manager

By: Judy G. Silber
Name: Judy G. Silber, M.D.
Title: Manager