



State of Rhode Island  
Department of State - Business Services Division

REC'D RIDOS BSD  
24 JUN 20 AM 10:45:17

**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 <small>under which entity is organized</small>
001682392	Revitalized, LLC	LLC	RI
1743829	NAVEN Health, INC	Corporation	FL
<b>RIDOS MADE EDITS PER FILER</b>			
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: Naven Health, Inc.			
which is to be governed by the laws of the state of: Florida			
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 <b>MUST</b> 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: 3000 Lakeside Dr., Suite 300N, Bannockburn, IL 60015			

**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 20 2024  
BY 9109631  
AA 10:45 AM

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:

Revitalized, LLC

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).]

**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

Revitalized, LLC

Type or Print Name of Person Signing

Michael Shapiro

Title of Person Signing

Manager

Signature



Date

6/18/24

Type or Print Name of Person Signing

Michael Shapiro - Naven Health, Inc.

Title of Person of Signing

President

Signature



Date

6/18/24

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of April 30, 2024 by and between Revitalized, LLC a Rhode Island limited liability company (the "Disappearing Company"), and Naven Health, Inc., a Florida corporation (the "Company" and, together with the Disappearing Company, the "Constituent Entities").

### WITNESSETH

WHEREAS, the Constituent Entities desire to consummate the merger, pursuant to the terms and subject to the conditions set forth herein and in accordance with the Business Corporations Law of the State of Florida ("FL Law") and the Limited Liability Company Law of the State of Rhode Island ("RI Law"), of the Disappearing Company with and into the Company, with the Company continuing as the surviving company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Merger. On the Effective Date (as defined in Section 8), the Disappearing Company shall merge with and into the Company (the "Merger"), with the Company continuing as the surviving company (the "Surviving Company") and the separate limited liability company existence of the Disappearing Company shall cease.

2. Constituent Entities. The Company filed its Articles of Incorporation, as amended from time to time, with the Secretary of State of the State of Florida on January 15, 2009. The Disappearing Company filed its Certificate of Formation, as amended from time to time, with the Secretary of State of the State of Rhode Island on March 13, 2018.

3. Articles of Incorporation and Limited Liability Company Agreement By virtue of the Merger and upon the Effective Date, the Articles of Incorporation of the Company, shall be the Articles of Incorporation of the Surviving Company upon and after the Effective Date, unless, and until duly amended, altered, changed, repealed, and/or supplemented in accordance with FL Law (which power and right to amend, alter, change, repeal, and/or supplement, at any time and from time to time after the Effective Date, are hereby expressly reserved). The Articles of Incorporation of the Company will remain in full force and effect as the Articles of Incorporation of the Surviving Company upon and after the Effective Date, unless, and until duly amended, altered, changed, repealed, and/or supplemented in accordance with FL Law (which power and right to amend, alter, change, repeal, and/or supplement, at any time and from time to time after the Effective Date, are hereby expressly reserved).

4. Rights of Surviving Company. The parties hereto agree that when the Merger shall have become effective under FL Law and RI Law, that the separate existence of the Disappearing Company shall cease and shall be merged with and into the Company, and that all the rights, privileges, immunities, powers and franchises of each of said Constituent Entities, and all property, real, personal and mixed, and all debts, liabilities and duties of any of said

Constituent Entities on whatever account, as well for unit subscriptions as all other things in action or belonging to each of such Constituent Entities shall be automatically vested in the Surviving Company.

5. Members and Officers. The officers and directors of the Company holding office immediately prior to the Effective Date shall be the directors and the officers respectively (holding the same positions as each held with the Company immediately prior to the Effective Date) of the Surviving Company and shall hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation of the Surviving Company, or as otherwise provided in the Articles of Incorporation of the Surviving Company.

6. Surviving Company.

(a) Name. The name of the Surviving Company shall be "Naven Health, Inc."

(b) Registered Office and Registered Agent. The Surviving Company's registered office in the State of Florida shall be located at 1201 Hays St., Tallahassee, Florida 32301. The registered agent of the Surviving Company for service of process at such address shall be the Corporation Service Company.

(c) Rights and Obligations. The Merger shall have the effects of applicable law, including, without limitation, the applicable provisions of FL Law and RI Law.

7. Effect of Merger on Outstanding Membership Interest.

(a) Disappearing Company. Prior to this Merger, the Disappearing Company had the authority to issue membership interest in the Disappearing Company. By virtue of the Merger, the units representing membership interests in the Disappearing Company outstanding on the Effective Date shall be cancelled and retired and no payment shall be made with respect thereto. For the avoidance of doubt, each membership interest in the Disappearing Company that is owned by the Disappearing Company as treasury unit, if applicable, shall no longer be outstanding and shall be cancelled and retired and no payment shall be made with respect thereto.

(b) Surviving Company. The outstanding units representing ownership interests in the Surviving Company will not be converted, exchanged or altered in any manner as a result of the Merger and will remain outstanding as validly issued, fully paid and nonassessable units representing membership interest in the Surviving Company.

8. Effective Date. The Company and the Disappearing Company shall each take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper, or advisable under the laws of the States of Florida and Rhode Island to make effective the merger provided in this Agreement, subject, however, to the taking by the respective parties of any actions or receipt of any required approvals in accordance with FL Law and RI Law. Upon compliance with applicable laws and upon receipt of any required approval of the officers and directors of the Disappearing Company and the officers and directors of the Company, the Constituent Entities shall cause an executed Certificate of Merger as required by FL Law to be

filed with the office of the Secretary of State of the State of Florida and a Certificate of Merger as required by RI Law to be filed with the office of the Secretary of State of the State of Rhode Island. The Merger shall become effective upon the filing of the executed Certificates of Merger with the Secretary of State of the State of Florida, the Secretary of State of the State of Rhode Island or at such subsequent date or time as the parties agree and specify in the Certificates of Merger. The date on which the Merger so becomes effective is referred to in this Agreement as the "Effective Date".

9. Conditions Precedent. The obligations of each party to complete the Merger are subject to the following conditions:

(a) Approval. All actions necessary to authorize the execution, delivery, and performance of this Agreement shall have been duly and validly taken by each of the parties hereto.

(b) Member and Board of Director Approval. If required by the limited liability company agreement of the Disappearing Company and Articles of Incorporation of the Company, the board of directors of the Company and the sole member of the Disappearing Company shall have approved the Merger and adopted this Agreement.

(c) Approval From Government Agencies. All governmental approvals and other actions required to effect the Merger and related transactions shall have been obtained, without conditions or restrictions that the affected party reasonably considers unduly burdensome.

10. Amendment. This Agreement may be amended by an instrument in writing signed by the parties hereto by action by or on behalf of their respective member, at any time after approval by the sole member of the Disappearing Company; provided, however, that after any such approval, if one is required, there shall not be made any agreement that by law requires further approval by such member without the further approval of such member.

11. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date by the mutual consent of the sole member of the Disappearing Company and the board of directors of the Company. If this Agreement is terminated as provided in this Section 11, neither the Disappearing Company nor the Company nor their respective member or members shall be liable to the other or its member or members, respectively, by reason of such termination.

12. Other Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida and Rhode Island (regardless of the laws that might otherwise govern under applicable Florida principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

(b) Further Assurances. The Disappearing Company shall from time to time upon request by Surviving Company execute and deliver all such documents and instruments and take all such action as Surviving Company may request in order to vest or evidence the vesting

in Surviving Company of title to and possession of all rights, properties, assets, and business of the Disappearing Company, or otherwise to carry out the full intent and purpose of this Agreement.


(c) Counterparts: Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which, together, shall constitute one and the same instrument. Signatures by facsimile and electronic copy shall be binding.

(d) No Assignability. Neither this Agreement nor any rights or obligations under it are assignable.

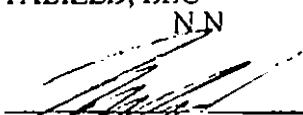
\* \* \* \* \*

IN WITNESS WHEREOF, the Disappearing Company and the Company have caused this Agreement and Plan of Merger to be executed as of the date first above written.

NAVEN HEALTH, INC.

By:   
Name: Michael Shapiro  
Its: President, CFO and Treasurer

REVITALIZED, L.L.C  
N.N

By:   
Name: Michael Shapiro  
Its: Manager