



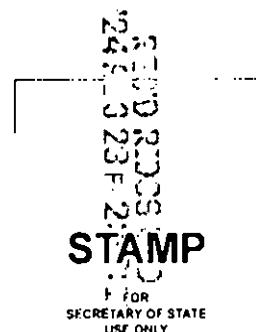
State of Rhode Island  
Department of State - Business Services Division

**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

REC'D RI SOS  
24 AUG 29 2:36:00 PM



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>
12339	Moran Shipping Agencies Inc.	Business corporation	RI
161833	Francis Street Realty, LLC	Limited liability company	RI
N/A	Black and Black Realty of Texas, LLC	Limited liability company	TX

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:

Moran Shipping Agencies Inc.

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:

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**

AUG 29 2024  
BY 498smv  
236  
STAMP  
FOR SECRETARY OF STATE  
USE ONLY

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

☐ Date received (Upon filing)

August 30, 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](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)]

**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

Moran Shipping Agencies Inc.

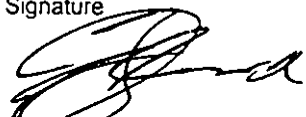
Type or Print Name of Person Signing

James Andrew Black

Title of Person Signing

President

Signature



Date

August 29, 2024

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Francis Street Realty, LLC

Type or Print Name of Person Signing

James Andrew Black

Title of Person Signing

Authorized Person

Signature



Date

August 29, 2024

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

**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

Black and Black Realty of Texas, LLC

Type or Print Name of Person Signing

James Andrew Black

Title of Person Signing

Authorized Person

Signature

Date

August 29, 2024

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

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 AND REORGANIZATION

This Agreement and Plan of Merger and Reorganization (this "Agreement") is made and entered into as of August 30, 2024 by and among Moran Shipping Agencies Inc., a Rhode Island corporation ("MSA"), Francis Street Realty, L.L.C., a Rhode Island limited liability company ("FSR"), and Black and Black Realty of Texas, LLC, a Texas limited liability company ("B&B"). MSA, FSR, and B&B are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

### INTRODUCTION

WHEREAS, MSA's board of directors (the "MSA Board") has determined that it is advisable, fair to, and in the best interests of MSA for FSR and B&B to merge with and into MSA with MSA as the survivor upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the MSA Board has approved this Agreement and the transactions contemplated herein by unanimous written consent dated as of the date hereof;

WHEREAS, MSA's shareholder and the members of FSR and B&B have also approved this Agreement and the transactions contemplated herein by unanimous written consent dated as of the date hereof; and

WHEREAS, the Parties intend that the transactions contemplated by this Agreement qualify as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended (the "Code").

### AGREEMENT

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

1. Merger. FSR and B&B shall be merged with and into MSA (the "Merger") and MSA shall be the surviving corporation ("Survivor"). 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 (the "Effective Time"). The Merger is intended to be a tax-free reorganization pursuant to the Code.

2. Governing Documents. The articles of incorporation and by-laws of MSA, as amended, in effect immediately prior to the Effective Time shall be the articles of incorporation and by-laws of Survivor without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time, the Merger shall have the legal effect set forth in applicable Rhode Island and Texas law, including without limitation the following:

(a) The separate existence of FSR and B&B ("Merging Entities") shall cease and Survivor 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 Merging Entities;

(b) All and singular rights, privileges, powers, and franchises of Merging Entities and all property, real, personal and mixed, and all debts due to Merging Entities on whatever account, as well as for share and note subscriptions and all other things in action or belonging to Merging Entities shall be vested in Survivor;

(c) All property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of Survivor as they were of Merging Entities, and the title to any real estate vested by deed or otherwise, under the laws of the States of Rhode Island and/or Texas, or of any of the other states of the United States, in Merging Entities 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 Merging Entities shall be preserved unimpaired;

(d) All debts, liabilities, and duties of Merging Entities shall thenceforth attach to Survivor and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and

(e) All limited liability company acts, plans, policies, agreements, arrangements, approvals and authorizations of Merging Entities, 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 Survivor and shall be as effective and binding thereon as the same were with respect to Merging Entities.

4. Further Assurances. From time to time, as and when required by Survivor or by its successors and assigns, there shall be executed and delivered on behalf of Merging Entities 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 Survivor the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Merging Entities and otherwise to carry out the purposes of this Agreement, and the officers and directors of Survivor are fully authorized in the name and on behalf of Merging Entities to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Membership Units and Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) All membership units of Merging Entities issued and outstanding immediately prior to the Effective Time shall be automatically cancelled, retired, and cease to exist, and no consideration shall be delivered in exchange therefor; and

(b) All shares of capital stock of Survivor issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and remain issued and outstanding following the consummation of the Merger.

6. Membership Unit Certificates. At and after the Effective Time, all of the certificates, which immediately prior to the Effective Time represented issued and outstanding membership units of Merging Entities, shall be surrendered to Survivor for cancellation. At and

after the Effective Time, the membership units represented by such certificates shall be deemed to be canceled whether or not the certificates have been surrendered or otherwise accounted for.

7. Copy of this Agreement. This Agreement shall be on file at Survivor's principal place of business. On written request, a copy of this Agreement shall be furnished without cost by Survivor to any shareholder or member of the Parties and to any creditor or obligee of the Parties at the time of the Merger if a liability or obligation is then outstanding.

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

9. Abandonment. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the MSA Board, notwithstanding approval of this Agreement by MSA's shareholder, if circumstances arise which, in the opinion of MSA's Board make the Merger inadvisable.

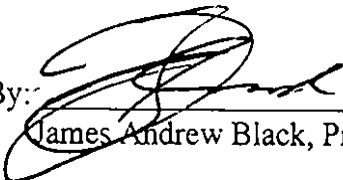
10. Counterparts. This Agreement may be executed in counterparts and by each Party on a separate counterpart. This Agreement may be executed manually (or electronically signed by Adobe Sign, DocuSign, or other similar e-signature program) and then delivered by email of a ".pdf" data file, which shall be considered legally binding for all purposes.

*[remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

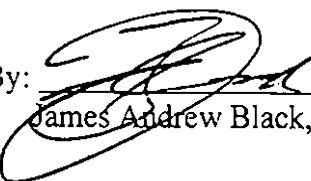
MSA:

MORAN SHIPPING AGENCIES INC.

By:   
James Andrew Black, President

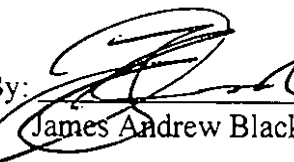
FSR:

FRANCIS STREET REALTY, LLC

By:   
James Andrew Black, Authorized Person

B&B:

BLACK AND BLACK REALTY OF TEXAS, LLC

By:   
James Andrew Black, Authorized Person





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:

August 29, 2024 02:36 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of each word being capitalized.

Gregg M. Amore  
*Secretary of State*

