



State of Rhode Island
Department of State - Business Services Division

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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> |
| 000526340 | Fiskeville Realty Company I. LLC | limited liability company | Delaware |
| 000936529 | Arkwright Advanced Coating, Inc. | profit corporation | Rhode Island |
| 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: Arkwright Advanced Coating, Inc. | | | |
| 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

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BY 2422242
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| g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY |
| <input checked="" type="checkbox"/> Date received (Upon filing) |
| <input type="checkbox"/> 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] |

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

| | | |
|--|--|----------------------------|
| SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES | | |
| <i>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.</i> | | |
| Type or Print Entity Name Arkwright Advanced Coating, Inc. | | |
| Type or Print Name of Person Signing Stephanie MacLeod | Title of Person Signing Treasurer and Secretary | |
| Signature <small>DocuSigned by:</small> <i>Stephanie MacLeod</i> <small>8F3C3A94751142E</small> | | Date September 19, 2024 |
| Type or Print Name of Person Signing | Title of Person of Signing | |
| Signature | | Date |
| Type or Print Entity Name Fiskeville Realty Company I, LLC | | |
| Type or Print Name of Person Signing Stephanie MacLeod | Title of Person Signing Authorized Person | |
| Signature <small>DocuSigned by:</small> <i>Stephanie MacLeod</i> <small>8F3C3A94751142E</small> | | Date September 19, 2024 |
| Type or Print Name of Person Signing | Title of Person Signing | |
| Signature | | Date |

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

AGREEMENT AND PLAN OF MERGER
BETWEEN
ARKWRIGHT ADVANCED COATING, INC.
AND
FISKEVILLE REALTY COMPANY I, LLC

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") dated as of the 19th day of September, 2024, between ARKWRIGHT ADVANCED COATING, INC., a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation") and FISKEVILLE REALTY COMPANY I, LLC, a Delaware limited liability company (hereinafter referred to as the "Merged Company") (the Merged Company and the Surviving Corporation are hereinafter collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving Corporation is duly organized and existing under the laws of the State of Rhode Island, its Articles of Incorporation having been filed with the Rhode Island Secretary of State on May 16, 2014; and

WHEREAS, the Merged Company is duly organized and existing under the laws of the State of Delaware, its Certificate of Formation having been filed with the Delaware Secretary of State on June 22, 2009; and

WHEREAS, the Surviving Corporation holds one hundred percent (100%) of the membership interests of the Merged Company; and

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the laws of Rhode Island and Delaware, the Constituent Entities will enter into a business combination transaction pursuant to which the Merged Company will be merged with and into the Surviving Corporation (the "Merger"); and

WHEREAS, the Board of Directors of the Surviving Corporation has (i) unanimously adopted a resolution approving this Agreement, the Merger and the other transactions contemplated by this Agreement; and (ii) unanimously recommended that the sole shareholder of the Surviving Corporation adopt and approve this Agreement and the Merger; and

WHEREAS, the Surviving Corporation, in its capacity as the sole member of the Merged Company, has approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement.

NOW, THEREFORE, the Constituent Entities, in consideration of the agreements, covenants and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and carrying the same into effect as follows:

ARTICLE I

Merger

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, on the Effective Date (as defined in Section 1.2), the Merged Company shall be merged with and into the Surviving Corporation and the separate existence and corporate organization of the Merged Company shall thereupon cease and the Constituent Entities shall thereupon be a single corporation. Arkwright Advanced Coating, Inc. shall be the surviving corporation in the Merger and the separate corporate existence of such corporation shall continue unaffected and unimpaired by the Merger.

1.2 Effective Date of the Merger; Closing. As promptly as practical following the satisfaction of the conditions set forth in Article IV (or such other date as may be agreed upon by each of parties hereto), the parties hereto shall cause the Merger to be consummated by filing Articles of Merger with the Rhode Island Secretary of State and a Certificate of Merger with the Delaware Secretary of State (the "Effective Date"), in such forms as are required by and executed in accordance with the relevant portions of the laws of such jurisdictions.

1.3 Articles of Incorporation; By-laws; Directors and Officers.

(a) On the Effective Date, the Articles of Incorporation of the Surviving Corporation shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

(b) On the Effective Date, the By-laws of the Surviving Corporation shall continue in full force and effect as the By-laws of the Surviving Corporation.

(c) The directors of the Surviving Corporation immediately prior to the Effective Date shall remain the directors of the Surviving Corporation immediately after the Effective Date, each to hold office in accordance with the Articles of Incorporation and By-laws of the Surviving Corporation, and the officers of the Surviving Corporation immediately prior to the Effective Date shall remain the officers of the Surviving Corporation immediately after the Effective Date, in each case until their respective successors are duly elected or appointed and qualified.

1.4 Effect of Merger. On the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of Rhode Island and Delaware law. Without limiting the generality of the foregoing, on the Effective Date: (a) the Surviving Corporation shall possess all assets and property of every description, and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private

nature, of the Merged Company, and all obligations belonging to or due each of the Constituent Entities shall be vested in the Surviving Corporation without act or deed; (b) title to any real estate or any interest therein vested in the Merged Company shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens on any property of the Merged Company shall be preserved unimpaired; (d) the Surviving Corporation shall be liable for all of the obligations of the Merged Company, including without limitation all fees and franchise taxes of the Merged Company required under Rhode Island and Delaware law; and (e) any existing claim, or pending action or proceeding, by or against either the Surviving Corporation or the Merged Company, may be prosecuted, the judgment with the right of appeal, as if the Merger had not taken place.

1.5 Further Assurances. If at any time after the Effective Date, the Surviving Corporation shall consider it advisable that any further conveyances, agreements, documents, instruments or assurances of law, or any other actions or things are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, privileges, powers or franchises of the Merged Company, the Board of Directors and officers of the Surviving Corporation shall, and will be authorized to, execute and deliver in the name and on behalf of the Merged Company, any and all proper conveyances, agreements, documents, instruments and assurances of law and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Agreement.

ARTICLE II

Merger Consideration

2.1 Conversion of Membership Interests and Shares. The manner and basis of converting the membership interests of the Merged Company into shares of the Surviving Corporation are as follows:

(a) All of the membership interests of the Merged Company outstanding on the Effective Date of the Merger shall be canceled, and no payment shall be made with respect thereto; and

(b) Each share of the Common Stock of the Surviving Corporation issued and outstanding on the Effective Date of the Merger shall remain issued and outstanding.

ARTICLE III

Accounting

3.1 Books and Records. On the Effective Date, the assets and liabilities of the Constituent Entities shall be entered on the books of the Surviving Corporation at the amounts which shall be carried on such date on the respective books of the Constituent Entities, subject to such inter-corporate adjustments or eliminations, if any, as may be required to give effect to the

Merger and subject to such action as may be taken by the Board of Directors of the Surviving Corporation in accordance with generally accepted accounting principles.

3.2 Effect of Merger on Capital and Surplus. The capital and surplus of the Surviving Corporation shall be equal to the capital and surplus of the combined Constituent Entities.

ARTICLE IV

Conditions

The consummation of the Merger herein provided for is subject to the satisfaction of the following conditions precedent:

4.1 Approval of the Shareholder. The Merger shall have been approved by the sole shareholder of the Surviving Corporation and the sole member of the Merged Company.

4.2 Statutory Compliance. All corporate action required by the laws of Rhode Island and Delaware have been complied with.

ARTICLE V

Miscellaneous

5.1 Termination. This Agreement may be terminated and the Merger herein provided for abandoned at any time prior to the filing of the Articles of Merger in Rhode Island and the Certificate of Merger in Delaware by the consent of the Board of Directors of the Surviving Corporation and by consent of the sole member of the Merged Company.

5.2 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to the matters expressed herein and shall not be modified or amended unless in writing and signed by the parties hereto.

5.3 Law Governing. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and, insofar as applicable, by the merger provisions of the Delaware Limited Liability Company Act.

5.4 Further Acts. The Constituent Entities each agree to take such action on their part as may be necessary or desirable to consummate the Merger and any other transaction herein described or provided, subject, however, to the rights herein provided for termination of this Agreement.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the respective directors, shareholder and member of the Constituent Entities, has caused this Agreement to be executed by its duly authorized officers.

ATTEST:

ARKWRIGHT ADVANCED COATING, INC.
(a Rhode Island corporation)

DocuSigned by:
Stephanie MacLeod
Name: Stephanie MacLeod
Title: Secretary

DocuSigned by:
Martin Blom
By: Martin Blom
Title: President

ATTEST:

FISKEVILLE REALTY COMPANY I, LLC
(a Delaware limited liability company)

By: Arkwright Advanced Coating, Inc.,
Its Sole Member

DocuSigned by:
Stephanie MacLeod
Name: Stephanie MacLeod
Title: Secretary

DocuSigned by:
Martin Blom
By: Martin Blom
Title: President

[Signature page to Agreement and Plan of Merger of Fiskeville Realty Company I, LLC (DE) with and into Arkwright Advanced Coating, Inc (RI)]