



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 7, the undersigned entities submit the following Articles of Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:

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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>
000156697	Ronstan International, Inc.	Corporation	RI
	Wichard, Inc.	Corporation	NY

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:

Ronstan International, 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

FILED

NOV 7 2024

BY DHOGGJ

g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY
<input checked="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]

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

Ronstan International, Inc.

Type or Print Name of Person Signing

Scott West

Title of Person Signing

President/Authorized Person

Signature



Date

11/7/2024

Type or Print Name of Person Signing

Title of Person of Signing

Signature



Date

Type or Print Entity Name

Wichard, Inc.

Type or Print Name of Person Signing

Jean-Claude Ibos

Title of Person Signing

Director and Authorized Signatory

Signature



Jean Claude IBOS (Nov 7, 2024 17:17 GMT+1)

Date

11/7/2025

Type or Print Name of Person Signing

Fabrice Didden

Title of Person Signing

President and Authorized Signatory

Signature



FABRICE DIDDEN (Nov 7, 2024 12:04 GMT+1)

Date

11/7/2025

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Merger Agreement") is made and entered into as of November 7, 2024 by and between **Wichard, Inc.**, a New York corporation ("WICHARD"), and **Ronstan International, Inc.**, a Rhode Island corporation ("RONSTAN").

WHEREAS, WICHARD is a corporation duly incorporated and existing under the laws of the State of New York;

WHEREAS, RONSTAN is a corporation duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, the boards of directors of RONSTAN and the board of directors of WICHARD have determined that it is advisable and in the best interests of each of such entities that WICHARD merge with and into RONSTAN in a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the board of directors of RONSTAN and the board of directors of WICHARD by unanimous written consents dated November 7, 2024 duly approved this Merger Agreement; and

WHEREAS, the shareholders of RONSTAN and shareholders of WICHARD by written consent dated November 7, 2024 duly approved this Merger Agreement;

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

1. Merger. WICHARD will be merged with and into RONSTAN (the "Merger"), and RONSTAN shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Company"). 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 ("Effective Time"). The merger is intended to be a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

2. Governing Documents. The Certificate of Incorporation of RONSTAN as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit A, shall be the Certificate of Incorporation of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Company as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit B, shall be the Bylaws of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate company existence of WICHARD shall cease, and the Surviving Company 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 WICHARD;

(b) All and singular rights, privileges, powers and franchises of WICHARD and all property, real, personal and mixed, and all debts due to WICHARD on whatever account, as well

as for share and note subscriptions and all other things in action or belonging to WICHARD shall be vested in the Surviving Company;

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

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

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of WICHARD, its members, managers, 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 Surviving Company and shall be as effective and binding thereon as the same were with respect to WICHARD;

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of New York for as long as any liability remains outstanding in the State of New York for:

(i) any prior obligation of WICHARD; and

(ii) any obligation thereafter incurred by the Surviving Company;

(g) The Surviving Company hereby irrevocably appoints the Secretary of the State of New York as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes;

(h) The employees and agents of WICHARD shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees of WICHARD.

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

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

(a) Each share common stock of WICHARD, No Par value per share ("WICHARD Shares") outstanding immediately prior to the Effective Time shall be changed and

converted into shares of common stock in RONSTAN, \$0.0100 par value per share ("RONSTAN Shares"), equal to the number of WICHARD Shares so surrendered;

(b) Each WICHARD Share held in treasury immediately prior to the Effective Time shall be cancelled and resume the status of authorized and un-issued stock of RONSTAN, and no ownership interests of other securities of the Surviving Company shall be issued in respect thereof.

6. Certificates. At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding WICHARD Shares shall be cancelled and exchanged for certificates representing the corresponding number of RONSTAN Shares as herein provided.

7. Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of WICHARD under all employee benefit plans in effect, if any, as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding, if any, as of the Effective Time.

8. Amendment. Subject to applicable law, this Merger 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.

9. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the board of directors of RONSTAN or WICHARD, notwithstanding approval of this Merger Agreement by the shareholders or members of either of said entities, if circumstances arise which, in the opinion of the board of directors of RONSTAN or WICHARD make the Merger inadvisable.


{Signatures follow on next page}

IN WITNESS WHEREOF, WICHARD and RONSTAN have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

WICHARD, INC.,
a New York corporation

By: Jean Claude IBOS
Jean Claude IBOS (Nov 7, 2024 17:17 GMT+1)
Jean-Claude Ibos, Director and Authorized Signatory

And

By: 
FABRICE DIDDEN (Nov 7, 2024 17:04 GMT+1)
Fabrice Didden, President and Authorized Signatory

RONSTAN INTERNATIONAL, INC.,
a Rhode Island corporation

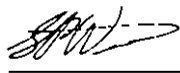
By: 
Scot West, Director and Authorized Signatory

EXHIBIT A

CERTIFICATE OF INCORPORATION

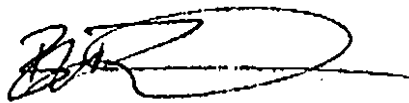
EXHIBIT B

Intentionally Omitted for Filing Purposes

**State of New York
Department of State } ss:**

I hereby certify, that the Certificate of Incorporation of WICHARD, INC. was filed on 07/13/1992, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 26th day of May
two thousand and seventeen.*



Brendan W. Fitzgerald
Executive Deputy Secretary of State

