



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.

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>
119334	Northborough Realty Holdings, LLC	LLC	RI
	Northborough Holdings, Inc.	Corp.	FL
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: Northborough Holdings, 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 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: 1269 Par View Drive, Sanibel, FL 33956			

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
DEC 12 2024 12:21pm
BY LKS VS1QW

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

☐ Date received (Upon filing)

December 15, 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

Northborough Realty Holdings, LLC

Type or Print Name of Person Signing

Kevin A. Gillis

Title of Person Signing

Manager

Signature



Date

11-21-2024

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

Type or Print Entity Name

Northborough Holdings, Inc.

Type or Print Name of Person Signing

Scott B. Adams

Title of Person Signing

President

Signature



Date

11-21-2024

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.

FORM 610 - Revised: 01/2024

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into as of the 30th day of November, 2024 by and between Northborough Realty Holdings, LLC, a Rhode Island limited liability company having its principal place of business located at 4 Courthouse Lane, Suite 16, Chelmsford, Massachusetts 01824 ("NRH") and Northborough Holdings, Inc., a Florida corporation having its principal place of business located at 1236 Par View Drive, Sanibel, Florida 33957 ("Holdings").

WHEREAS, NRH is a limited liability company duly organized pursuant to the laws of the State of Rhode Island as of July 11, 2001, with Holdings being the sole member of NRH owning 100% of NRH's Membership Interest;

WHEREAS, Holdings is a corporation duly organized pursuant to the laws of the State of Florida on September 6, 2005, having authorized capital stock of Eight Thousand (8,000) shares, all of which are common, having no par value, and of which One Thousand Two Hundred (1,200) such shares are currently issued and outstanding;

WHEREAS, the members and Managers of NRH and the shareholders and directors of Holdings deem it advisable, for the general welfare and advantage of said NRH and its Members and Holdings and the shareholders of Holdings, that NRH merge into Holdings, with Holdings being the survivor thereof, and

WHEREAS, Rhode Island General Laws provides for the merger of domestic limited liability companies and foreign corporations on certain terms and conditions.

NOW THEREFORE, the parties hereto agree in accordance with the General Laws of the State of Rhode Island and the State of Florida that NRH and Holdings shall be merged with said Holdings being the surviving corporation of said merger, and that the terms and conditions of said merger and the mode of carrying said merger into effect shall be as set forth below.

1. Corporate Existence of Surviving Corporation. Except as otherwise specifically set forth in this Agreement, the identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of Holdings shall continue unaffected and unimpaired by the within merger, and the corporate identity, existence, purpose, franchises, rights, privileges, immunities, powers, duties, and liabilities of NRH shall be merged into Holdings, and Holdings shall be fully vested with each of the foregoing.

2. Effective Date of Merger and Agreement. The effective date of this Agreement and of the merger contemplated hereunder shall be as of December 15, 2024 (the "Effective Date of Merger"). On the Effective Date of Merger, the separate existence of NRH, excepting only those matters which may be continued by statute, shall cease, and NRH and Holdings shall become a single corporation, namely Northborough Holdings, Inc. (the "Surviving Corporation").

3. Intentionally omitted.

4. Bylaws of Surviving Corporation. The bylaws of Holdings as they exist on the Effective Date of Merger shall be and remain the bylaws of the Surviving Corporation until they shall be respectively altered, amended, or repealed.

5. Directors and Officers of Surviving Corporation. The names and addresses of the initial directors and officers of the Surviving Corporation, who shall hold office until their successors are duly

electd and qualified, are as follows:

Directors: Scott B. Adams
Kevin A. Gillis

Officers: President: Scott B. Adams
Vice President: Kevin A. Gillis
Secretary: Kevin A. Gillis
Treasurer: Scott B. Adams

6. Manner of Membership Interest of NRH into Shares of Surviving Corporation. The issued and outstanding Membership Interest of NRH shall, as of the Effective Date of Merger, cease to exist.

7. Miscellaneous Provisions.

7.1. Pursuant to Rhode Island General Laws and the Florida General Statutes, this Agreement and the merger contemplated hereunder have been adopted by the unanimous affirmative vote of the shareholders and directors of Holdings and the Members and Managers of NRH entitled to vote thereon. A copy of this Agreement has been provided to each shareholder and Director of Holdings and each Member and Manager of NRH. Said shareholders and directors of Holdings and Members and Managers of NRH have duly authorized execution of duplicate original Articles of Merger by the President and the Secretary of Holdings and the Managers of NRH, and the filing of such Articles of Merger with the Rhode Island Secretary of State and the Florida Secretary of State. Said shareholders of Holdings and the Members and Managers of NRH have also duly authorized their respective officers and managers to take such further action and to expend such funds as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

7.2. Notwithstanding anything in this Agreement or elsewhere to the contrary, this Agreement may be abandoned at any time prior to the filing of the Articles of Merger contemplated hereunder by action of the shareholders of Holdings or by action of the Members and Managers of NRH.

7.3. On the Effective Date of Merger, Surviving Corporation shall, without the necessity of other documents of transfer, succeed to all the rights, capacity, privileges, powers, franchises, and immunities, whether public or private in nature and specifically including title to or ownership of real or personal property of any kind, and be subject to all the liabilities and obligations of NRH.

7.4. Surviving Corporation hereby ratifies and confirms that its registered agent and registered office for service of process shall remain unchanged as follows: Kevin A. Gillis 1269 Par View Drive, Sanibel, Florida 33957.

7.5. Surviving Corporation shall pay all the expenses of carrying out the transactions contemplated by this Agreement and of accomplishing the within merger.

7.6. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized President and Secretary of Holdings and the Managers of NCP on the day and date first above

written.

In the Presence of.

Name:

Name:

In the Presence of:

Name:

Name:

NORTHBOROUGH HOLDINGS, INC.

By: Scott B. Adams
Scott B. Adams, President

By: Kevin A. Gillis
Kevin A. Gillis, Secretary

NORTHBOROUGH REALTY HOLDINGS,
LLC

By: Scott B. Adams
Scott B. Adams, Manager

By: Kevin A. Gillis
Kevin A. Gillis, Manager