



**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

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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>
	SPRINGWOOD REALTY, LLC	LLC	Delaware
001783383	SPRINGWOOD REALTY, LLC	LLC	RI

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:

SPRINGWOOD REALTY, LLC

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:

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:

N/A

#### 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**

JAN 02 2025

BY 17999

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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:

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

SPRINGWOOD REALTY, LLC

Type or Print Name of Person Signing

JOHANNE KILLEEN

Title of Person Signing

AUTHORIZED PERSON

Signature

/s/ Johanne Killeen

Date

01/02/2025

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

SPRINGWOOD REALTY, LLC

Type or Print Name of Person Signing

JOHANNE KILLEEN

Title of Person Signing

AUTHORIZED PERSON

Signature

/s/ Johanne Killeen

Date

01/02/2025

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 made and entered into as of January 2, 2025, by and between Springwood Realty, LLC, a Delaware limited liability company (the "Merging Company"), and Springwood Realty, LLC, a Rhode Island limited liability company (the "Company"). The Merging Company and the Surviving Company are collectively referred to herein as the "Parties" and individually as a "Party."

### **ARTICLE I**

#### **MERGER**

1.1 The Merger. At the Effective Time (as defined below), (a) the Merging Company will merge with and into the Company (the "Merger"), (b) the separate existence of the Merging Company will cease to exist, and (c) the Company, as the surviving entity in the Merger, will continue to exist (the "Surviving Company").

1.2 Closing. The closing of the Merger and the transactions contemplated by this Agreement shall take place immediately prior to the Effective Time (as defined below) by means of facsimile, email, or other electronic transmission.

1.3 Effective Time. A Certificate of Merger with respect to the Merger shall be executed, delivered, and filed with the Secretary of State of Delaware in accordance with the provisions of the Delaware Limited Liability Company Law (the "DE Certificate of Merger"), and a Certificate of Merger with respect to the Merger shall be executed, delivered, and filed with the Secretary of State of Rhode Island in accordance with the provisions of the Delaware Limited Liability Company Act (the "RI Certificate of Merger" and, together with the DE Certificate of Merger, the "Certificates of Merger"). The Merger shall be effective at such time as the Certificates of Merger are duly filed with the Delaware Secretary of State and the Rhode Island Secretary of State, respectively, or such later time as may be specified in the Certificates of Merger (the "Effective Time").

1.4 Effect of the Merger. At the Effective Time, the effects of the Merger will be as provided by Section 18-209 of the Delaware Limited Liability Company Act and Section 7-16-59 of the Rhode Island Limited Liability Company Law.

1.5 Certificate of Formation and Limited Liability Company Agreement. The Certificate of Formation of the Company in effect immediately prior to the Effective Time will continue in full force and effect following the Effective Time as the Certificate of Formation of the Surviving Company. The Limited Liability Company Agreement of the Company (the "LLC Agreement") in effect immediately prior to the Effective Time will continue in full force and effect following the Effective Time as the Limited Liability Company Agreement of the Surviving Company.

1.6 Member of Surviving Company. The Member of the Company immediately prior to the Effective Time will be the Member of the Surviving Company.

## **ARTICLE II**

### **CONVERSION AND EXCHANGE OF SECURITIES**

2.1 Conversion of Securities. As of the Effective Time, each then issued and outstanding security of the Merging Company shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

## **ARTICLE III**

### **MISCELLANEOUS**

4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law rules thereof.

4.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

4.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

4.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

4.5 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Parties at any time before the Effective Time.

4.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties in respect of the subject matter hereof and supersedes any and all prior agreements or understandings between the parties hereto in respect of such subject matter.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

SPRINGWOOD REALTY, LLC,  
a Delaware limited liability company

By: /s/ Johanne Killeen  
Name: Johanne Killeen  
Title: Authorized Person

SPRINGWOOD REALTY, LLC,  
a Rhode Island limited liability company

By: /s/ Johanne Killeen  
Name: Johanne Killeen  
Title: 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:

January 02, 2025 01:38 PM

A handwritten signature in black ink, reading "Gregg M. Amore".

Gregg M. Amore  
*Secretary of State*

