



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 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>
000486257	Specialty Hearth Products, LLC	LLC	RI
	Hearthside En-R-Gy Saver, LLC	LLC	MA
	Hearthside Fireplace & Patio, LLC	LLC	MA
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:			
Specialty Hearth Products, 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:			
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

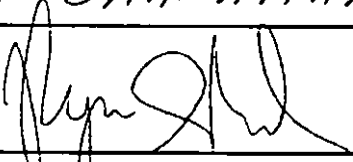
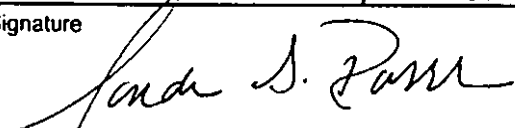
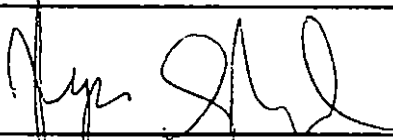
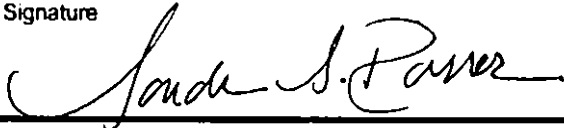
FILED

JAN 15 2025

BY *[Signature]*
AA 11:47 AM

REC'D RI SOS BSD
25 JAN 15 AM 11:47:21

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 Specialty Hearth Products, LLC		
Type or Print Name of Person Signing RYAN SHANAHAN	Title of Person Signing Duly Authorized	
Signature 	Date 01/01/2025	
Type or Print Name of Person Signing SANDRA S. ROSSER	Title of Person of Signing Duly Authorized	
Signature 	Date 01/01/2025	
Type or Print Entity Name Hearthside En-R-Gy Saver, LLC		
Type or Print Name of Person Signing RYAN SHANAHAN	Title of Person Signing Duly Authorized	
Signature 	Date 01/01/2025	
Type or Print Name of Person Signing SANDRA S. ROSSER	Title of Person Signing Duly Authorized	
Signature 	Date 01/01/2025	

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

Hearthside Fireplace & Patio, LLC

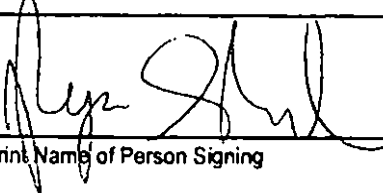
Type or Print Name of Person Signing

RYAN SHANAHAN

Title of Person Signing

Duly Authorized

Signature



Date

01/01/2025

Type or Print Name of Person Signing

SANDRA S. ROSSER

Title of Person of Signing

Duly Authorized

Signature



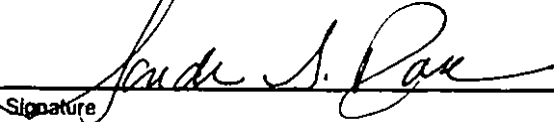
Date

01/01/2025

Type or Print Entity Name

Sandra S. Rosser

Type or Print Name of Person Signing



Title of Person Signing

Duly Authorized

Signature

Date

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"), dated January 01, 2025, is by and among **Hearthside Enc-R-Gy Saver, LLC**, a Massachusetts limited liability company ("HES"), **Hearthside Fireplace & Patio, LLC**, a Massachusetts limited liability company ("HFP"), and **Specialty Hearth Products, LLC**, a Rhode Island limited liability company ("SHP"), and together with HES and HFP, the "Parties" and each a "Party").

WHEREAS, each of HES and HFP is a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, SHP is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Members of each of the Parties have determined that it is advisable and in the best interests of each of such companies that HES and HFP merge with and into SHP, upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the Members of each of the Parties have each, by unanimous written consent, duly adopted, ratified, and approved this Agreement;

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

1. **Merger.** HES and HFP will be merged with and into SHP (the "Merger"), and SHP shall be the surviving limited liability company (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 (the "Effective Time"). The Merger is intended to be a tax-free event.

2. **Governing Documents.** The Articles of Organization of SHP as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Operating Agreement of SHP as in effect immediately prior to the Effective Time shall be the Operating Agreement 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:

3.1. the separate company existence of each of HES and HFP 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 HES and/or HFP;

3.2. all and singular rights, privileges, powers, and franchises of HES and/or HFP and all property, real, personal, and mixed, and all debts due to HES and/o HFP on whatever account,

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

3.3. all property, rights, privileges, powers, and franchises, and all and every other interest of HES and/or HFP shall be thereafter as effectually the property of the Surviving Company as they were of HES and/or HFP, without transfer, reversion, or impairment, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or of any of the other states of the United States, in HES and/or HFP 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 HES and/or HFP shall be preserved unimpaired;

3.4. all debts, liabilities, and duties of HES and/or HFP shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it;

3.5. all company acts, plans, policies, agreements, arrangements, approvals, and authorizations of HES and/or HFP, 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 the Surviving Company and shall be as effective and binding thereon as the same were with respect to HES and/or HFP;

3.6. the Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued in the Commonwealth of Massachusetts for as long as any liability remains in such jurisdiction for any prior obligation of HES and/or HFP;

3.7. the registered agent of SHP immediately prior to the Effective Time shall be the registered agent of the Surviving Company without change until thereafter amended in accordance with the provisions of applicable laws;

3.8. the Employer Identification Number of SHP immediately prior to the Effective Time shall be the Employer Identification Number of the Surviving Company without change; and

3.9. the employees and agents of HES and/or HFP immediately prior to the Effective Time shall be the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of HES and/or HFP.

4. **No Conversion of Percentage Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof the Percentage Interests in HES and HFP outstanding immediately prior to the Effective Time shall be cancelled. Immediately preceding the Effective Time, the ownership of the Percentage Interests in HES, HFP, and SHP are identical. Accordingly, no Percentage Interests shall be issued by the Surviving LLC in connection with the Merger.

5. **Further Assurances.** From time-to-time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of HES and/or HFP 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 Company, the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises, and authority of HES and/or HFP and otherwise to carry out the purposes of this Agreement, and the Manager of the Surviving Company is fully authorized in the name and on behalf of BP to take any and all such action and to execute and deliver any and all deeds and other instruments.

6. **Amendment; Abandonment.** Subject to applicable law, this 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. At any time prior to the Effective Time, this Agreement may be terminated, and the Merger contemplated herein may be abandoned by the Members of any Party, notwithstanding approval of this Agreement by the Members of any other Party, if circumstances arise which, in the opinion of such Members make the Merger inadvisable.

7. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the Merger and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

Signatures appear on the following page

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

HES:

HEARTHSIDE EN-R-GY SAVER, LLC

By: 

Name: RYAN SHANAHAN

Title: Duly Authorized

HFP:

HEARTHSIDE FIREPLACE & PATIO, LLC

By: 

Name: RYAN SHANAHAN

Title: Duly Authorized

SHP:

SPECIALTY HEARTH PRODUCTS, LLC

By: 

Name: RYAN SHANAHAN

Title: Duly Authorized



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 15, 2025 11:47 AM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State

