



State of Rhode Island  
Office of the Secretary of State

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

Fee: \$50.00  
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MAY 29 2025  
BY ConFirm  
#1320730

**Domestic Limited Liability Company**

**Fictitious Business Name Statement**

(Section 7-16-9 of the General Laws of Rhode Island, 1956, as amended)

**SECTION I**

The legal name of the applicant limited liability company is: NS Fence LLC

**SECTION II**

The fictitious business name to be used is: North Smithfield Fence

**SECTION III**

The state or territory under the laws of which it is organized is  
State: RI Country: USA

**SECTION IV**

The date of organization is 03/11/2025

Signed this 29 Day of May, 2025 at 1:52:19 PM. This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

NS Fence LLC

Name of Applicant Limited Liability Company

DAVID BRADLEY

Signature of Authorized Person

Form No. 624  
Revised 09/07

## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT is made as of 5-19-25, by and between NS Fence LLC, a Rhode Island limited liability company with a mailing address of 991 Narragansett Parkway, Warwick, Rhode Island 02888 ("Purchaser"), and North Smithfield Fence, Inc., a Rhode Island corporation with a mailing address of 375 Saint Paul Street, North Smithfield, Rhode Island 02896 ("Seller"). Unless otherwise defined herein, capitalized terms are used herein as defined in the Asset Purchase Agreement dated 5-19-25 (the "Asset Purchase Agreement") between Purchaser and Seller.

### **RECITALS**

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to grant, sell, convey, assign, transfer and deliver to Purchaser all right, title and interest of the Seller in and to all of the assets, properties and rights described and referred to in Section 2.1 of the Asset Purchase Agreement (the "Purchased Assets"); and

WHEREAS, pursuant to due authorization, Seller is executing and delivering this instrument for the purpose of granting, selling, conveying, assigning, transferring and delivering to and vesting in Purchaser all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the Purchase Price (as set out in the Asset Purchase Agreement) and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in Purchaser, its successors and assigns, all of Seller's right, title and interest, legal and equitable, in and to all of the Purchased Assets (but not the Excluded Assets), to have and to hold the same, including the appurtenances thereof, unto Purchaser, its successors and assigns, forever, to their own proper use and behalf; and Seller hereby warrants title to the Purchased Assets unto Purchaser to the extent represented and warranted in the Asset Purchase Agreement.
2. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Seller and Purchaser and its respective successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Purchaser and its respective successors and assigns.
3. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Seller or Purchaser of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties and other provisions that the Asset Purchase Agreement provides shall survive the date hereof.

(a) Any and all equipment, furnishings, machines, devices, artwork, hardware and any other personal property of the Seller used in the business, including, but not limited, to the equipment listed in Attachment A, Schedule 1;

(b) Any and all intangible assets of the Seller, including, without limitation, advertising matter, logos, patents trademarks, trade names, software and administrative credentials thereto, software licenses, telephone numbers, email accounts and administrative credentials thereto, trade secrets, any intellectual property owned by, or used in, the Business, the name and exclusive use of the name and brand "North Smithfield Fencing" (and any derivation thereof), and the goodwill of the Business connected therewith and symbolized thereby (the "Intangibles");

(c) There are no contracts with any third parties to supply goods or services to the Seller or the Seller's assets that are to be transferred or assigned to the Purchaser;;

(d) Any and all information with respect to clients of the Business, and the goodwill associated with relations of the Business with its clients;

(e) Any and all documents related to the Business, including documents related to services, marketing, advertising, promotional material, personnel and employees or independent contractors, customers, clients, suppliers, materialmen, vendors, as well as any and all correspondence (excluding personal correspondence of the members and manager of the Seller), literature and records material to the conduct of the business;

(f) Seller's on hand supply of other materials, articles and goods used in the operation of the Business, excluding Inventory;

(g) any and all rights under and pursuant to all representations, guarantees and warranties in so far as the same are related to or arise under or in connection with any Purchased Assets;

(h) transitional services;

(i) At the Closing, Seller shall deliver to Purchaser all customer deposits, prepayments, or advance payments received by Seller prior to the Closing Date in connection with any customer orders, contracts, or engagements for which goods or services have not yet been fully delivered or completed as of the Closing Date (the "Customer Deposits"). For the avoidance of doubt, Customer Deposits are not included in Accounts Receivable and shall be remitted to Purchaser in full at Closing. Seller acknowledges that it customarily receives fifty percent (50%) of the total contract price from customers upfront, and Purchaser is entitled to receive and retain all such advance payments to the extent they relate to obligations to be performed by Purchaser following the Closing. At or prior to Closing, Seller shall deliver to Purchaser a certificate, executed by an authorized officer of Seller, certifying the total amount of Customer Deposits received and not yet earned or applied as of the Closing Date, together with a schedule reasonably detailing such deposits by customer name and contract; and

4. This instrument is being executed by Seller and Purchaser and shall be binding upon Seller and Purchaser, and their respective successors and assigns, for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

5. This instrument shall be governed by and enforced in accordance with the laws of the State of Rhode Island, without regard to its provisions concerning conflict of laws.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, each party hereto has duly executed, or has caused this Agreement to be duly executed, as of the date first above written.

NS Fence LLC  
a Rhode Island limited liability company

By: David Bradley  
David Bradley  
Member

IN WITNESS WHEREOF, each party hereto has duly executed, or has caused this Agreement to be duly executed, as of the date first above written.

North Smithfield Fence, Inc.  
a Rhode Island corporation

By:   
Teresa Bartomioli  
Member



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:

May 29, 2025 01:50 PM

A handwritten signature in black ink that reads "Gregg M. Amore". The signature is fluid and cursive.

Gregg M. Amore  
*Secretary of State*

