



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 *under which entity is organized
000010553	Shannon Motors Service Center, Inc.	Corporation	RI
000080332	A Wheels, Inc.	Corporation	RI
000812288	EASY Auto Leasing, LLC	Limited Liability Co	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:

Easy Auto Leasing, 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

8:52
RECD STAMP

JUN 20 2025

BY PZ80P

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]
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: Shannon Motors Service Center, Inc. and A Wheels, Inc.
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): May 3, 2025
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

Shannon Motors Service Center, Inc.

Type or Print Name of Person Signing

John J. Gosselin

Title of Person Signing

President

Signature



Date

May 3, 2025

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

A Wheels, Inc.

Type or Print Name of Person Signing

John J. Gosselin

Title of Person Signing

President

Signature



Date

May 3, 2025

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

PLAN OF MERGER
OF
WHOLLY OWNED SUBSIDIARIES INTO PARENT

THIS PLAN OF MERGER is made and entered into this 3rd day of May, 2025, by and between **Easy Auto Leasing, LLC**, a Rhode Island limited liability company, which is classified as an "S" Corporation for federal income tax purposes (the "Surviving Company"), **Shannon Motors Service Center, Inc.**, a Rhode Island corporation and **A Wheels. Inc.**, a Rhode Island corporation (individually the "Merged Corporation" or collectively the "Merged Corporations").

WITNESSETH:

WHEREAS, each of the Merged Corporations, are business corporations organized and existing under the laws of the State of Rhode Island, and the Surviving Company is a limited liability company organized and existing under the laws of the State of Rhode Island;

WHEREAS, the Surviving Company desires for each of the Merged Corporations to merge into the Surviving Company;

WHEREAS, each of the Merged Corporations are 100% owned subsidiaries of the Surviving Company; and

WHEREAS, this transaction is often referred to as a short-form merger as the parent company is merging each of its wholly owned subsidiaries into itself, which type of merger does not require shareholder approval from either the parent or either subsidiary corporation; and

WHEREAS, the respective owner of each of the Merged Corporations and the Surviving Company have deemed it advisable that each of the Merged Corporations be merged into the Surviving Company upon the terms and conditions hereinafter set forth, and have adopted and approved this Plan of Merger.

NOW, THEREFORE, it is agreed that, pursuant to the applicable provisions of Section 7-1.2-1004 of the Rhode Island General Laws, as amended, entitled "Merger of Subsidiary Corporation", and subject to the conditions hereinafter set forth, each of the Merged Corporations shall be merged into the Surviving Company. The Surviving Company shall be the surviving entity and the terms and conditions of such merger shall be as hereinafter set forth.

1. **EFFECTIVE DATE.** The merger shall become effective on the date of filing in the year 2025 (the "Effective Date").

2. **MERGER.** As of the Effective Date, the separate existence of each of the Merged Corporations shall cease, and the Surviving Company shall continue to exist by virtue of and be governed by the laws of the State of Rhode Island and shall be known by its present name. After the Effective Date, the Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of both a public and of a private nature, of each of the Merged

Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to each of the Merged Corporations shall be taken and deemed to be transferred to and vested in such single Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in any such Corporation shall not revert or be in any way impaired by reason of such merger. The Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Merged Corporations; and any claims existing or actions or proceeding pending by or against the Merged Corporation may be prosecuted as if such merger had not taken place. Neither the rights of the Merged Corporations' creditors nor any liens upon the property of the Merged Corporations shall be impaired by such merger.

3. **BY-LAWS/INTERNAL MANAGEMENT.** The Operating Agreement of the Surviving Company, as of the Effective Date, shall continue to be the Operating Agreement of the Surviving Company until further amended in accordance with the provisions thereof and applicable law.

4. **OFFICERS/DIRECTORS & MANAGERS.** The Managers of the Surviving Company immediately prior to the merger shall continue to be the Managers of the Surviving Company until the Surviving Company elects otherwise.

5. **STOCK CERTIFICATES/MEMBERSHIP CERTIFICATES.** Because the Surviving Company owns all of the issued shares of each of the Merged Corporations, no membership interests in the Surviving Company shall be issued as a result of this merger. The act of issuing new

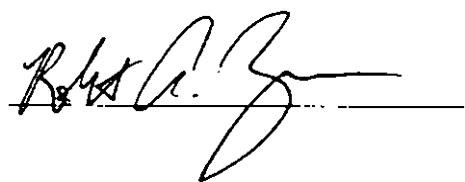
or additional evidences of ownership in the Surviving Company would be meaningless since the ownership of the Surviving Company before and after the merger will be identical.

6. **FURTHER ACTS OR DOINGS.** If at any time the Surviving Company shall consider or be advised that any further assignments or assurances in law or other things are necessary or desirable to vest or to perfect or to confirm, of record or otherwise, in the Surviving Company, the title to any property of either of the Merged Corporations acquired or to be acquired by reason of or as a result of the merger provided for in this Plan of Merger, both the President of the applicable Merged Corporation and the proper officers of the Surviving Company are fully authorized to execute and deliver any and all proper deeds, assignments and assurances in law and to do all things necessary and proper in the name of the applicable Merged Corporation or otherwise to vest, perfect, or confirm title to such property in the Surviving Company, and otherwise carry out the purpose of this Plan of Merger.

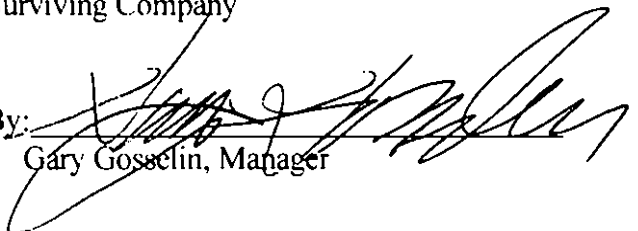
IN WITNESS WHEREOF, the parties have hereunto caused this Plan of Merger to be executed on the day and year first above written.

WITNESSED:

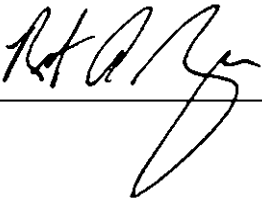




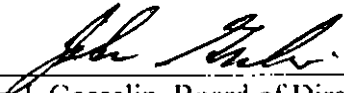
Easy Auto Leasing, LLC
Surviving Company

By: 
Gary Gosselin, Manager

By: 
John J. Gosselin, Manager

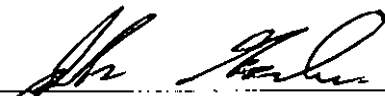


Shannon Motors Service Center, Inc.
Merged Corporation

By: 
John J. Gosselin, Board of Director



A Wheels, Inc.
Merged Corporation

By: 
John J. Gosselin, Board of Director



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:

June 20, 2025 08:52 AM

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

Gregg M. Amore
Secretary of State

