



State of Rhode Island
Department of State - Business Services Division

REC'D RHODES BSO
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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 *under which entity is organized
000137191	Carvalho Investment Associates, LP	Limited Partnership	RI
	Carvalho Investment Associates,		
	Limited Partnership	Limited Partnership	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: Carvalho Investment Associates, Limited Partnership			
which is to be governed by the laws of the state of: Massachusetts			
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: 105 Elder Avenue, Riverside, RI 02915			

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov



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BY 3RAJ6

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:
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

Carvalho Investment Associates, Limited Partnership

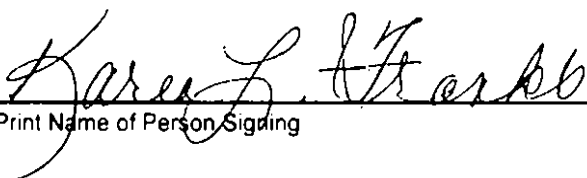
Type or Print Name of Person Signing

Karen L. Franks

Title of Person Signing

General Partner

Signature



Date

6/9/25

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Carvalho Investment Associates, LP

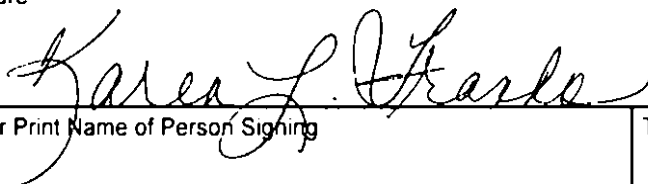
Type or Print Name of Person Signing

Karen L. Franks

Title of Person Signing

General Partner

Signature



Date

6/9/25

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into this 9th day of June, 2025, by and between **Carvalho Investment Associates, Limited Partnership**, a Massachusetts limited partnership (the "Surviving Company"), and **Carvalho Investment Associates, LP**, a Rhode Island limited partnership (the "Merged Limited Partnership").

WITNESSETH:

WHEREAS, the Merged Limited Partnership is a limited partnership organized and existing under the laws of the State of Rhode Island, and the Surviving Company is a limited partnership organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, the Surviving Company desires for the Merged Limited Partnership to merge into the Surviving Company; and

WHEREAS, the Merged Limited Partnership is owned by the following partners in the following proportions:

Karen L. Franks	1% General Partner Interest
Karen L. Franks	49.5% Limited Partner Interest
Gerald P. Carvalho	49.5% Limited Partner Interest

WHEREAS, the Surviving Company is owned by the following members in the following proportions:

Karen L. Franks	1% General Partner Interest
Karen L. Franks	49.5% Limited Partner Interest
Gerald A. Carvalho	49.5% Limited Partner Interest

WHEREAS, the respective owners of the Merged Limited Partnership and the Surviving Company are identical and have deemed it advisable that the Merged Limited Partnership 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 Rhode Island General Laws, as amended, the laws of the Commonwealth of Massachusetts, and subject to the conditions hereinafter set forth, the Merged Limited Partnership 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 of the Articles of Merger (the "Effective Date").

2. **MERGER.** As of the Effective Date, the separate existence of the Merged Limited Partnership shall cease, and the Surviving Company shall continue to exist by virtue of and be

governed by the laws of the Commonwealth of Massachusetts 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 the Merged Limited Partnership; 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 the Merged Limited Partnership 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 the Merged Limited Partnership; and any claims existing or actions or proceeding pending by or against the Merged Limited Partnership may be prosecuted as if such merger had not taken place. Neither the rights of creditors nor any liens upon the property of the Merged Limited Partnership shall be impaired by such merger.

3. **LIMITED PARTNERSHIP AGREEMENT.** The limited partnership agreement of the Merged Limited Partnership, as of the Effective Date, shall continue to be the limited partnership agreement of the Surviving Company until further amended in accordance with the provisions thereof and applicable law.

4. **OFFICERS/GENERAL PARTNERS.** The General Partner of the Merged Limited Partnership, as of the Effective Date, immediately prior to the merger shall continue to be the General Partner of the Surviving Company.

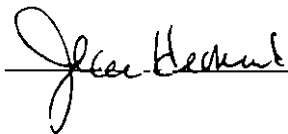
5. **LIMITED PARTNERSHIP CERTIFICATES.** The limited partnership Membership Certificates of the Merged Limited Partnership, as of the Effective Date, shall continue to be the limited partnership certificates of the Surviving Company until further amended in accordance with the provisions of the limited partnership agreement and applicable law. As the percentage ownership of each partner of the Merged Limited Partnership is identical to the ownership of each member of the Surviving Company, no membership interest 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 the Merged Limited Partnership acquired or to be acquired by reason of or as a result of the merger provided for in this Plan of Merger, both the general partner of the Merged Limited Partnership and the general partner 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 Merged Limited Partnership 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.

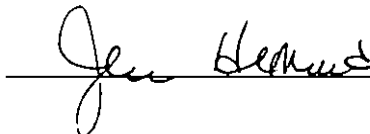
WITNESSED:

Carvalho Investment Associates, Limited Partnership
a Massachusetts Island limited liability company
Surviving Company



By: 
Karen L. Franks, General Partner

Carvalho Investment Associates, LP
a Rhode Island limited liability company
Merged Limited Partnership



By: 
Karen L. Franks, General Partner