



**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
000152806	Westwind Research Ltd.	Corporation	RI
	Westwind Research Ltd.	Corporation	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:

Westwind Research Ltd.

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:

35 Rosebrook Place, Unit 1301, Wareham, MA 02511

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 8062

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

WESTWIND RESEARCH LTD.

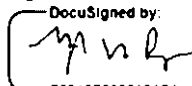
Type or Print Name of Person Signing

Margaret Boitano

Title of Person Signing

President

Signature

DocuSigned by:

 F8345F9966164CA

Date

09/04/2025

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

WESTWIND RESEARCH LTD.

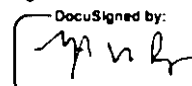
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Signature

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Date

09/04/2025

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this “**Agreement**”), dated effective as of September 4, 2025, is by and between **Westwind Research Ltd.**, a Rhode Island corporation (“**WRL-RI**”), and **Westwind Research Ltd.**, a Massachusetts corporation (“**WRL-MA**”). WRL and together with WRL-RI, the “**Parties**” and each a “**Party**”).

WHEREAS, WRL-RI is a corporation duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, WRL-MA is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, on the date of this Agreement, WRL-RI has authority to issue 100 shares of common stock, and 100 shares of common stock of WRL-RI has been issued and is currently outstanding and held by **Margaret Boitano**, a Massachusetts resident (“**Shareholder**”); and

WHEREAS, on the date of this Agreement, WRL-MA has authority to issue 100 shares of common stock, and 100 shares of common stock of WRL-MA has been issued and is currently outstanding and held by Shareholder; and

WHEREAS, the business and affairs of each of the Parties are managed by Shareholder, there is no board directors appointed for either of the Parties, and for purposes of this Agreement the actions of Shareholder in connection herewith shall be deemed to be action by the board of directors of each Corporation for purposes of compliance with any provision of applicable law providing for action by the board of directors; and

WHEREAS, Shareholder, on behalf of each Party has each determined that it is advisable and in the best interests of each of such corporations that WRL-RI merge with and into WRL-MA in a tax free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Shareholder, on behalf of each Party has duly adopted, ratified, and approved this Agreement by written consent;

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

- 1. Merger.** WRL-RI will be merged with and into WRL-MA (the “**Merger**”), and WRL-MA shall be the surviving corporation (the “**Surviving Corporation**”). 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 reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.
- 2. Governing Documents.** The Articles of Organization of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the Articles of Organization of the

Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation 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 corporate existence of WRL-RI shall cease, and the Surviving Corporation 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 WRL-RI;

3.2. All and singular rights, privileges, powers, and franchises of WRL-RI and all property, real, personal, and mixed, and all debts due to WRL-RI on whatever account, as well as for share and note subscriptions and all other things in action or belonging to WRL-RI shall be vested in the Surviving Corporation;

3.3. All property, rights, privileges, powers and franchises and all and every other interest of WRL-RI shall be thereafter as effectually the property of the Surviving Corporation as they were of WRL-RI, and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or of any of other state, in WRL-RI 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 WRL-RI shall be preserved unimpaired;

3.4. All debts, liabilities and duties of WRL-RI shall thenceforth attach to the Surviving Corporation 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 corporate acts, plans, policies, agreements, arrangements, approvals, and authorizations of WRL-RI, Shareholder, 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 Corporation and shall be as effective and binding thereon as the same were with respect to WRL-RI;

3.6. The Surviving Corporation shall be subject to suit, and the Surviving Corporation hereby agrees that it may be sued, in the State of Rhode Island only for as long as any liability remains in such jurisdiction for any prior obligation of WRL-RI;

3.7. The Surviving Corporation hereby irrevocably appoints the Secretary of the State of Rhode Island as its agent to accept service of process in any action for the enforcement of any obligation specified in **Section 3.6**, including taxes, in the same manner as provided in the General Laws of Rhode Island; and

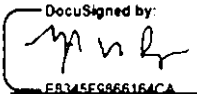
3.8. The employees and agents of WRL-RI shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of WRL-RI.

- 4. Further Assurances.** From time-to-time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of WRL-RI 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 Corporation, the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of WRL- RI and otherwise to carry out the purposes of this Agreement, and the officers of the Surviving Corporation are fully authorized in the name and on behalf of WRL- RI to take any and all such action and to execute and deliver any and all deeds and other instruments.
- 5. Cancellation of WRL-RI Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof each share of WRL- RI Common Stock outstanding immediately prior to the Effective Time shall be cancelled without consideration;
- 6. Stock Certificates.** At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding shares of WRL- RI stock shall be presented to the Surviving Corporation to be cancelled, and the shares represented by such certificates shall be deemed to be cancelled whether or not the certificates have been surrendered or otherwise accounted for.
- 7. Amendment.** 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.

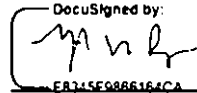
Signatures appear on the following page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

WRL-RI:
WESTWIND RESEARCH LTD.

By:  DocuSigned by:
ER345686615ACA
Name: Margaret Boitano
Title: President

WRL-MA:
WESTWIND RESEARCH LTD.

By:  DocuSigned by:
ER345686615ACA
Name: Margaret Boitano
Title: President