



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

REC'D RIDG 850
25001-1701-2106
25001-1701-2106

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 under which entity is organized
000012316	J F Moran Co., Inc.	Corporation	Rhode Island
	Oregon International Air Freight Co.	Corporation	Oregon

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:

Oregon International Air Freight Co.

which is to be governed by the laws of the state of:

Oregon

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:

FILED

MAIL TO:

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

OCT - 1 2025
BY SWWTB
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g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY	
Date received (Upon filing)	October 1, 2025
☒ 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: J F Moran Co., 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): September 1, 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]	

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

FORM 610 - Revised. 01/2024

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.

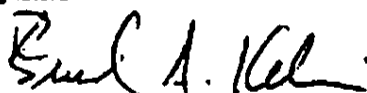
Type or Print Entity Name

J F Moran Co., Inc.

Type or Print Name of Person Signing

Title of Person Signing

Signature



Date

9/22/25

Type or Print Name of Person Signing

BRAD KEISHEIMER

Title of Person of Signing

Signature

Date

Type or Print Entity Name

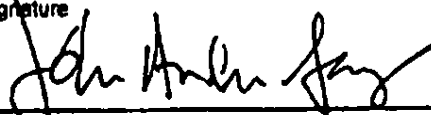
Oregon International Air Freight Co.

Type or Print Name of Person Signing

JOHN ANDRE LACY

Title of Person Signing

Signature



Date

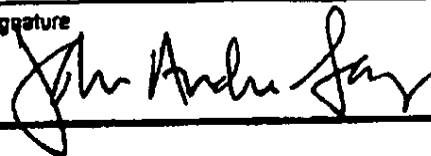
Sept 18, 2025

Type or Print Name of Person Signing

JOHN ANDRE LACY

Title of Person Signing

Signature



Date

Sept 18, 2025

**JOINT UNANIMOUS WRITTEN CONSENT OF
SOLE SHAREHOLDER AND THE BOARD OF DIRECTORS OF
OREGON INTERNATIONAL AIR FREIGHT CO.**

In accordance with the provisions of relevant statutes and the bylaws of Oregon International Air Freight Co. (the "Corporation"), the undersigned, being all of the directors (the "Directors") and the sole shareholder (the "Shareholder") of Corporation, held a special meeting of the Directors and the Shareholder by written consent and without the actual holding of a meeting as of October 1, 2025, for the purpose of adopting the following resolution:

**RESOLUTION
(Adoption of Plan of Merger)**

RESOLVED, that it is advisable and in the best interest of the Corporation to enter into the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by reference (the "Plan of Merger"), and the Corporation is hereby authorized to do so and to undertake the transactions contemplated by the Plan of Merger.

RESOLVED FURTHER, that any officer of the Corporation, or his or her designee, be, and he or she hereby is, authorized, directed, and empowered to take any and all actions he or she deems necessary or appropriate to effectuate the foregoing resolution including, without limitation, the execution and delivery, on behalf of the Corporation, of the Plan of Merger and any and all other ancillary documents pertaining to the Plan of Merger or necessary or appropriate to the consummation of the transactions contemplated thereby.

**RESOLUTION
(Ratification; Authorization)**

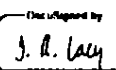
RESOLVED, that any actions previously taken by any of the Corporation's officers, the Directors, or the Shareholders on behalf of the Corporation prior to the date hereof is hereby approved, ratified, and confirmed in all respects.

[Remainder of page intentionally left blank]

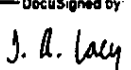
The undersigned have executed this instrument effective as of the date first above written. This instrument may be executed in counterparts, and the execution and delivery of this instrument may be evidenced and effected by facsimile or other manner of electronic transmission.

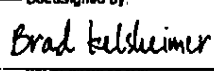
Shareholder:

LDI LOGISTICS, INC.

By: 
Name: J. A. Lacy
Title: President

Directors:


J. A. Lacy


Brad Kelsheimer

**EXHIBIT A
PLAN OF MERGER**

See attached.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into this 1st day of October, 2025, by and between Oregon International Air Freight Co., an Oregon corporation ("Parent") and J F Moran Co., Inc., a Rhode Island corporation ("Subsidiary"). Parent and Subsidiary are sometimes referred to herein as individually, a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Subsidiary is a wholly-owned subsidiary of Parent.

WHEREAS, Parent is a corporation organized and existing under the laws of the State of Oregon.

WHEREAS, Subsidiary is a corporation organized and existing under the laws of the State of Rhode Island.

WHEREAS, Parent and Subsidiary and their respective boards of directors and shareholders have approved and deemed it advisable and in the best interest of both corporations to merge Subsidiary with and into Parent (the "Merger"), with Parent continuing as the Surviving Corporation (as defined below), pursuant to the provisions of the Oregon Revised Statutes, as amended from time to time (the "ORS"), and the General Laws of Rhode Island, 1956, as amended from time to time (the "RIGL"), including, without limitation, Title 7 of the RIGL, upon the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereunto agree as follows:

ARTICLE I. PRINCIPAL TERMS OF THE MERGER

Section 1.1. Merger. At the Effective Time (as defined below) and subject to the terms and conditions of this Agreement, Subsidiary shall be merged with and into Parent in accordance with the ORS and RIGL, and the separate existence of Subsidiary shall cease and Parent shall continue its existence as the surviving entity (Parent following the Merger is referred to herein as the "Surviving Corporation") operating under the name "Oregon International Air Freight Co." Parent's existence shall continue unaffected and unimpaired by the Merger and, as the Surviving Corporation, shall be governed by the laws of the State of Oregon. The Surviving Corporation shall be an Oregon corporation. The principal office of the Surviving Corporation shall be at 2100 SW River Pkwy, Ste 800, Portland, OR 97201.

Section 1.2. Certificate of Merger; Effective Time. As promptly as is practicable after the execution and delivery of this Agreement by the Parties in accordance with applicable law, duly authorized officers of the respective Parties shall: (a) make and execute (i) the Articles of Merger attached hereto as Exhibit A (the "Articles of Merger") with the Secretary of State of the State of Oregon (the "Oregon Secretary of State") in accordance with the laws of the State of Oregon, and (ii) the Application for Articles of Merger attached hereto as Exhibit B (the "RI Articles of Merger") with the Secretary of State of the State of Rhode Island (the "Rhode Island Secretary of State") in accordance with the laws of the State of Rhode Island; and (b) take such further steps as shall be required to cause the Merger to become effective at the Effective Time. The date and time when the Merger shall become effective (the "Effective Time") shall be the date and time when the Articles of Merger becomes effective under the laws of the State of

Oregon or the date and time when the RI Articles of Merger becomes effective under the laws of the State of Rhode Island, whichever occurs later, such date to be October 1, 2025.

Section 1.3. Effects of the Merger. At the Effective Time, the effects of the Merger shall be as provided by the applicable provisions of the ORS and the RIGL. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, by virtue of the Merger contemplated in this Agreement and without any action on the part of any Party:

(a) The separate existence of Subsidiary shall cease and Subsidiary shall be merged with and into Parent;

(b) Immediately following the Merger, the name of the Surviving Corporation shall be "Oregon International Air Freight Co.";

(c) The Articles of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, without change unless and until amended in accordance with its terms and with applicable law;

(d) The Bylaws of Parent, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, without change unless and until amended or repealed in accordance with its terms and with applicable law;

(e) All equity of Subsidiary shall be cancelled;

(f) The directors and officers of Parent in office immediately prior to the Effective Time shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers retaining his or her respective positions(s) and to hold office, from and after the Effective Time, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and the ORS, until his or her successor is duly elected or appointed and qualified;

(g) The designated registered agent for service of process for Parent immediately prior to the Effective Time shall be the registered agent for service of process for the Surviving Corporation; and

(h) The address of the registered office of Parent in the State of Oregon immediately prior to the Effective Time shall be the registered office in Oregon of the Surviving Corporation.

ARTICLE II. CONSIDERATION, CERTIFICATES, AND PLANS

Section 2.1. Effect on Subsidiary and Parent Equity. By virtue of the Merger, and without any further action on the part of Subsidiary or Parent, at the Effective Time, (a) all equity of Subsidiary will be cancelled and no consideration shall be issued in respect thereof; and (b) each share of Parent's stock issued and outstanding immediately prior to the Effective Time and held by its stockholders (the "Stockholders") shall continue to represent in the aggregate all of the shares of issued and outstanding stock of the Surviving Corporation, which issued and outstanding stock will continue to be held by the Stockholders.

Section 2.2. Stock Certificates. By virtue of the Merger and without any further action on the part of Subsidiary or Parent, at the Effective Time, each certificate theretofore representing issued and outstanding shares of Parent's stock shall continue to represent the same number of shares of the Surviving

Corporation's issued and outstanding stock. Upon the Effective Time and by virtue of the Merger and without any action on the part of Parent or Subsidiary, or their respective shareholders, all of the shares of stock of Subsidiary that were issued and outstanding prior to the Effective Time shall be cancelled.

Section 2.3. Employee Benefit and Compensation Plans. By virtue of the Merger and without any further action on the part of Subsidiary or Parent, at the Effective Time, each employee benefit plan, incentive compensation plan, and other similar plans to which Subsidiary is then a Party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent that any employee benefit plan, incentive compensation plan, or any other similar plan of Subsidiary provides for the issuance or purchase of, or otherwise relates to, Subsidiary's capital stock, after the Effective Time such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the Surviving Corporation's stock.

ARTICLE III.

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 3.1. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in the ORS, the RIGL, and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and immunities, of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities, and duties of each of Parent and Subsidiary; and the rights, privileges, powers, franchises, and immunities of each of Parent and Subsidiary, and all property, real, personal, and mixed, including any interest therein and all title thereto, and every contract right possessed by Parent and Subsidiary, and all obligations, liabilities, and debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest, shall thereafter be the property and contract rights of the Surviving Corporation, without transfer, reversion, or impairment, as they were of each of Parent and Subsidiary, and the title to any real estate vested by deed or otherwise in Parent and Subsidiary or either of them, 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 each of Parent and Subsidiary shall be preserved and unimpaired, and all debts, liabilities, and duties of each of Parent and Subsidiary 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.

Section 3.2. Further Action. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to vest, perfect, conform, or record or otherwise, in the Surviving Corporation, title and possession of any property, interest, privilege, power, franchise, or right of Parent or Subsidiary acquired or to be acquired by reason of, or as a result of, the Merger, or to otherwise carry out the purposes of this Agreement, Subsidiary and its proper officers and directors last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper deeds, assignments, conveyances, agreements, documents, instruments, or assurances, and shall do and perform all other acts necessary or proper to vest, perfect, or conform title to and possession of such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement. If a sufficient number of the officers and directors of Subsidiary last in office are not able or available to execute such documentation or perform such acts, the officers and directors of Subsidiary will be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to act on behalf of the Surviving Corporation.

ARTICLE IV.

TERMINATION AND AMENDMENT

Section 4.1. Termination. This Agreement with respect to Subsidiary may be terminated by Subsidiary's or Parent's respective board of directors and the Merger abandoned at any time prior to the

Effective Time, whether before or after shareholder approval of this Agreement, by an instrument executed by each of the Parties hereto.

Section 4.2. Amendments. This Agreement may be amended by Subsidiary's or Parent's respective board of directors at any time prior to the Effective Time by an instrument executed by each of the Parties hereto.

ARTICLE V. GENERAL PROVISIONS

Section 5.1. Tax Matters. For federal income tax purposes, each of Parent and Subsidiary intend that the Merger qualify as a tax-free "liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder.

Section 5.2. Counterparts; Facsimiles. This Agreement may be executed in counterparts, which shall be considered one and the same agreement, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. The execution and delivery of this Agreement may be evidenced and effected by facsimile, electronic signature (including PDF), or other manner of electronic transmission.

Section 5.3. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes", or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrases "the date of this Agreement", "the date hereof", and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first written above.

Section 5.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

Section 5.5. Entire Agreement. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof.

Section 5.6. Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any of the Parties hereto and any attempted assignment in contravention of this Section 5.6 shall be null and void.

Section 5.7. Severability. If any provision of this Agreement or the application thereof in any circumstance, is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be effected or impaired thereby.

Section 5.8. Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any other person any right, benefit, or remedy under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned officers of each of the Parties to this Agreement, pursuant to authority duly given by their respective boards of directors and shareholders, have caused this Agreement to be duly executed on the date first set forth above.

PARENT:

OREGON INTERNATIONAL AIR FREIGHT CO.,
an Oregon corporation

By: ^{DocuSigned by} J. A. Lacy
Name: J. A. Lacy
Title: President

SUBSIDIARY:

J F MORAN CO., INC.,
a Rhode Island corporation

By: ^{DocuSigned by} Brad Kelsheimer
Name: Brad Kelsheimer
Title: Chief Financial Officer

Exhibit A
Oregon Articles of Merger

(see attached)



Articles of Merger - Multi Entity Merger

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business - Phone: (503) 986-2200

Print Form

Reset Form

REGISTRY NUMBER:

105371-81

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website. Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

For office use only

1. NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

NAME:	ENTITY TYPE:	REGISTRY NUMBER:
Oregon International Air Freight Co.	Oregon Corporation	105371-81
J F Moran Co., Inc.	Rhode Island Corporation	000012316

2. NAME AND TYPE OF SURVIVING ENTITY: Oregon International Air Freight Co.

Check here if there is a name change in the plan of merger.

3. OREGON CORPORATION AND LIMITED LIABILITY REQUIREMENT:

Oregon Corporations and Limited Liability Companies must include the Principal Place of Business and Individual with Direct Knowledge. Include it in your document or attach an information change form.

4. SELECT ONE OF THE FOLLOWING:

☒ A copy of the plan of merger is attached.

OR:

☐ The plan of merger is on file at the address of the surviving entity.

Address _____

City _____ State _____ Zip Code _____

A copy will be provided upon request to any owner, member or shareholder at no cost.

If the plan of merger amends the articles of organization/incorporation, attach the restated articles of the surviving entity.

☒ State effective date and time in plan of merger if other than when these articles are filed: October 1, 2025

5. The plan of merger was duly authorized and approved by each entity that is a party to the merger:

☒ A copy of the vote required by each entity is attached.

OR:

☐ Shareholder approval was not required.

6. EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature: _____

Printed Name: _____

Title: _____

CONTACT NAME: (To resolve questions with this filing)

Chris Ashiotis

PHONE NUMBER: (include area code)

610-213-1229

FEES

Nonprofit Required Processing Fee	\$50
Domestic Required Processing Fee	\$100
Foreign Required Processing Fee	\$275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division". Free copies are available at sos.oregon.gov/business using the Business Name Search program.

Articles of Merger (10/22)



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:

October 01, 2025 01:21 PM

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

Gregg M. Amore
Secretary of State

