



State of Rhode Island
Department of State - Business Services Division

Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Limited Partnership,
 Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

2021 OCT 18 PM 12:00
 RI DEPT OF STATE
 SOS SVCS DIV

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, limited 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 <small>under which entity is organized</small>
000752582	Emergency Production LLC	LLC	RI
.	Emergency Production LLC	LLC	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: Emergency Production LLC			
which is to be governed by the laws of the state of: Commonwealth 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: 1 Main Street, Building 4, Suite 3, Whitinsville, MA 01588			

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

FILED

OCT 18 2021

BY H. SPRS

AA. 12:00 PM

Form 610- Revised: 03/2021

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: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

c. An original Letter of Good Standing issued by the RI Division of Taxation must accompany these Articles of Merger or Consolidation.

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

Emergency Production LLC

Type or Print Name of Person Signing

Christopher J. Hubbard

Title of Person Signing

Sole Member

Signature



Date

9/17/21

Type or Print Name of Person Signing

Christopher Hubbard

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Emergency Production LLC

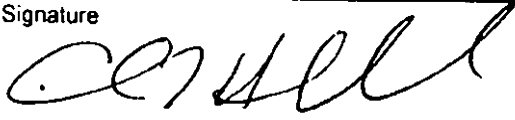
Type or Print Name of Person Signing

Christopher J. Hubbard

Title of Person Signing

Sole Member

Signature



Date

9/17/21

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of September 17th 2021 is by and between Emergency Production LLC, a Massachusetts limited liability company ("EP MA"), and Emergency Production LLC, a Rhode Island limited liability company ("EP RI").

WHEREAS, EP RI is a limited liability company duly organized and existing under the laws of the State of Rhode Island, having filed its Articles of Organization on December 22, 2011; and

WHEREAS, EP MA is a newly formed limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts, having filed its Certificate of Organization on September 17th 2021; and

WHEREAS, both EP MA and EP RI have the same members who desire to re-domesticate EP RI as a Massachusetts limited liability company and then operate under the name Emergency Production LLC, as a Massachusetts limited liability company; and

WHEREAS, the Members of EP MA and EP RI have determined that to accomplish the intended jurisdictional change it is advisable and in the best interests of each of such companies that EP RI merge with and into EP MA in accordance with the statutory laws of the Commonwealth of Massachusetts and the State of Rhode Island, thereby continuing the business with the intention being that the transaction qualify as a tax-free event under applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Members of EP MA by written consent dated September 17th 2021 duly approved this Merger Agreement and the Members of EP RI by written consent dated September 17th 2021 duly approved this Merger Agreement; and

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

1. Merger. EP RI will be merged with and into EP MA (the "Merger"), and EP MA shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). 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 ("Effective Time"). The Merger is intended to qualify as a tax-free exchange under applicable provisions of the Code.

2. Governing Documents. The Articles of Organization of EP RI as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws. The Operating Agreement of EP RI

attached hereto as Exhibit A shall be the Operating Agreement of the Surviving Company, until thereafter amended in accordance with the terms thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate legal existence of EP RI shall cease, and the existence of the Surviving Company shall remain unimpaired and it 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 EP RI;

(b) All and singular rights, privileges, powers and franchises of EP RI and all property, real, personal and mixed, and all debts due to EP RI on whatever account, and all other things in action or belonging to EP RI shall be vested in the Surviving Company;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of EP RI, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or the State of Rhode Island, or of any of the other states of the United States of America, in EP 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 EP RI shall be preserved unimpaired;

(d) All debts, liabilities and duties of EP RI shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All limited liability company acts, plans, policies, agreements, arrangements, approvals and authorizations of EP RI, its Members, 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 Company and shall be as effective and binding thereon as the same were with respect to EP RI;

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains outstanding in the State of Rhode Island for any prior obligation of EP RI;

(g) The Surviving Company hereby irrevocably appoints the Secretary of State 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(f) of this Merger Agreement, including taxes;

(h) The employees and agents of EP RI shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees of EP RI.

(i) The business presently conducted by EP RI shall continue in substantially its present form subject to such changes as the Members of the Surviving Company may deem appropriate after the Effective Time.

4. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of EP 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 Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of EP RI and otherwise to carry out the purposes of this Merger Agreement, and the Members of the Surviving Company are fully authorized in the name and on behalf of EP RI to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

The Members' interest in EP RI as of the Effective Time shall be converted into or exchanged for an ownership interest in EP MA equal to the interest so surrendered.

6. Employee Benefit Plans. As of the Effective Time, the Surviving Company hereby assumes all obligations of EP RI under all employee benefit plans in effect, if any, as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding, if any, as of the Effective Time.

7. Amendment. Subject to applicable law, this Merger 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.


8. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Members of either of EP RI or EP MA, if circumstances arise which, in the opinion of the Members of EP RI or EP MA make the Merger inadvisable.

9. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in counterparts, each of which shall be deemed to be an original and the same agreement.

{Signatures follow on next page}

IN WITNESS WHEREOF, Emergency Production LLC (MA) and Emergency Production LLC (RI) have caused this Merger Agreement to be signed by their respective duly authorized Managers as of the date first above written.

Emergency Production LLC
(a Massachusetts limited liability company)

By: 
Name: Christopher J. Hubbard
Title: Sole Member

Emergency Production LLC
(a Rhode Island limited liability company)

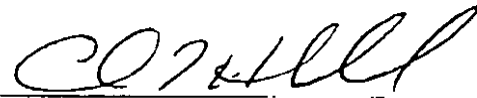
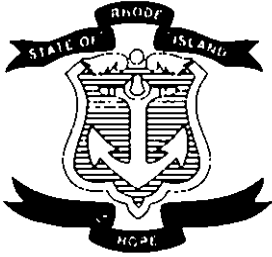
By: 
Name: Christopher J. Hubbard
Title: Sole Member

Exhibit A

(Operating Agreement)
Intentionally Omitted for Filing Purposes



STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

I.D.# 752582

MICHELLE CADORETTE
321 S MAIN ST STE 400
PROVIDENCE, RI 02903-7109

LETTER OF GOOD STANDING

It appears from our records that **Emergency Production LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **Emergency Production LLC** is in good standing with the Rhode Island Division of Taxation as of **10/13/2021**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

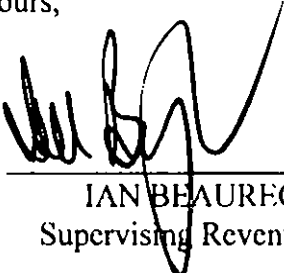
This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above-named corporation for the purpose of:


MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

Very truly yours,



IAN BEAUREGARD
Supervising Revenue Officer



Neena Savage
Tax Administrator

454247457:18049937
DLN: 10011349873



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, 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 18, 2021 12:00 PM

A handwritten signature in blue ink that reads "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

