

FILED
R.I. DEPARTMENT OF STATE



State of Rhode Island
Department of State - Business Services Division

2022 JUN -1 P 1:26

Application for Articles of Merger

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

STAR#1

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited 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, 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> |
| 000147674 | Macrolease Corporation | Corporation | RI |
| | Eastern Funding, LLC | LLC | DE |
| 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: Eastern Funding, LLC | | | |
| which is to be governed by the laws of the state of: Delaware | | | |
| 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: Eastern Funding, LLC, 213 W 35th St, New York, NY 10001 | | | |

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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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

Macrolease Corporation

Type or Print Name of Person Signing

Paul Vecker

Title of Person Signing

President

Signature



Date

May 31, 2022

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Eastern Funding, LLC

Type or Print Name of Person Signing

Michael Fanger

Title of Person Signing

President

Signature

Date

May 31, 2022

Type or Print Name of Person Signing

Michael Fanger

Title of Person Signing

President

Signature

Date

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 Macrolease Corporation | | |
| Type or Print Name of Person Signing Paul Vecker | Title of Person Signing President | |
| Signature | | Date May 31, 2022 |
| Type or Print Name of Person Signing | Title of Person of Signing | |
| Signature | | Date |
| Type or Print Entity Name Eastern Funding, LLC | | |
| Type or Print Name of Person Signing Michael Fanger | Title of Person Signing President | |
| Signature <i>Michael Fanger</i> | | Date May 31, 2022 |
| Type or Print Name of Person Signing Michael Fanger | Title of Person Signing President | |
| Signature | | Date |

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of May 31, 2022 by and between Macrolease Corporation, a Rhode Island corporation ("Macrolease"), and Eastern Funding, LLC, a Delaware limited liability company ("Eastern Funding").

WITNESSETH:

WHEREAS, Brookline Bancorp, Inc., a Delaware corporation ("Bancorp"), is the sole shareholder of both Brookline Bank, a Massachusetts-chartered trust company ("Brookline Bank"), and BankRI, a Rhode Island-chartered financial institution ("BankRI");

WHEREAS, Brookline Bank is the sole member of Eastern Funding;

WHEREAS, BankRI is the sole shareholder of Macrolease; and

WHEREAS, Bancorp, Brookline Bank and BankRI have determined that the merger of Macrolease with and into Eastern Funding, with Eastern Funding being the surviving company (the "Merger"), is advisable and in the best interests of Bancorp, Brookline Bank, BankRI, Macrolease and Eastern Funding, in accordance with Rhode Island Business Corporation Act and the Delaware Limited Liability Company Act.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Merger. At the Effective Time (as hereinafter defined), Macrolease shall be merged with and into Eastern Funding, whereupon the separate existence of Macrolease shall cease, and Eastern Funding shall be the surviving limited liability company (the "Surviving Company").

2. Effects of Merger. At the Effective Time, the Surviving Company shall continue in existence as the surviving entity and, by virtue of the merger, succeed to and possess all of the rights, privileges and powers of Macrolease and Eastern Funding, and all of the assets and property of whatever kind and character of Macrolease and Eastern Funding shall vest in the Surviving Company without further act or deed; thereafter, the Surviving Company, as the surviving entity, shall be liable for all of the liabilities and obligations of Macrolease and Eastern Funding, and any claim or judgment against Macrolease and Eastern Funding may be enforced against the Surviving Company, as the surviving entity.

3. Effective Time. On the Closing Date (as hereinafter defined), Macrolease and Eastern funding shall file certificates of merger with the Secretary of State of Rhode Island and the Secretary of the State of the State of Delaware. The Merger shall become effective on the date of such filings or at the time and date specified therein (the "Effective Time").

4. Merger Consideration. As consideration for the Merger, Brookline Bank shall pay to BankRI an amount in cash equal to the book value of Macrolease as of the Closing (as

hereinafter defined), such book value to be determined by the parties no later than 10 days following the Closing.

5. Closing. The transactions contemplated by this Agreement shall be consummated at a closing that will take place by electronic delivery on a date to be specified by the parties, such day being referred to herein as the "Closing Date."

6. Certificate of Formation. At the Effective Time, the certificate of formation of Eastern Funding, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company, until thereafter amended in accordance with applicable law and such certificate of formation.

7. Managers and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, the managers and officers of Eastern Funding immediately prior to the Effective Time shall be the managers and officers of the Surviving Company.

8. No Further Rights. At the Effective Time, by virtue of the Merger and without any further action on the part of the Macrolease or Eastern Funding, all of the equity interests of Macrolease issued as of immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered or deliverable in exchange therefor.

9. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of Eastern Funding, or otherwise to carry out the provisions hereof, the proper representatives of Macrolease as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, excluding the conflicts of law provisions thereof.

11. Complete Agreement; Amendments. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Agreement shall be valid unless in writing and signed by all of the parties hereto.

12. Waivers and Further Agreements. Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute

all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

13. Third Parties. Except as expressly provided herein, nothing in this Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

14. Assignment. This Agreement shall not be assigned without the prior written consent of the parties hereto.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document.

16. Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

MACROLEASE CORPORATION

By: /s/ Paul Vecker
Name: Paul Vecker
Title: President

EASTERN FUNDING, LLC

By: /s/ Michael Fanger
Name: Michael Fanger
Title: President



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:

June 01, 2022 01:26 PM

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

Nellie M. Gorbea
Secretary of State

