



State of Rhode Island
Department of State - Business Services Division

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 BUS. SVCS DIV.
 2022 DEC 20 P 2:05

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

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>
	Patriot Properties, Inc.	Corporation	MA
000515679	Northeast Revaluation Group, LLC	LLC	RI
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: Patriot Properties, Inc.			
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: 3025 Windward Plaza, Ste. 200, Alpharetta, GA.			

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
 DEC 20 2022
 BY J2VR2
 KS

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) 12/31/22

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

Patriot Properties, Inc.

Type or Print Name of Person Signing

David Winters

Title of Person Signing

Chief Financial Officer

Signature

DocuSigned by:
David Winters
354475602578432

Date

12/16/2022

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Northeast Revaluation Group, I.I.C

Type or Print Name of Person Signing

David Winters

Title of Person Signing

Chief Financial Officer

Signature

DocuSigned by:
David Winters
354475602578432

Date

12/16/2022

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER

Patriot Properties, Inc.
(a Massachusetts corporation)

AND

Northeast Revaluation Group, LLC
(a Rhode Island limited liability company)

This AGREEMENT AND PLAN OF MERGER, dated as of December 16, 2022 (this "Agreement"), is entered into by and between Patriot Properties, Inc., a Massachusetts corporation ("Parent"), and Northeast Revaluation Group, LLC, a Rhode Island limited liability company ("Sub").

RECITALS

WHEREAS, Sub desires to merge with and into Parent, and Parent desires to merge Sub with and into itself;

WHEREAS, the sole members of Sub and the sole stockholder and board of directors of Parent deem it advisable that Sub merge with and into Parent and that Parent continue as the surviving entity upon the terms set forth herein and in accordance with the laws of the Commonwealth of Massachusetts (the "Merger"), and that the issued and outstanding limited liability company interests of Intermediate be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the sole members of Sub and the sole stockholder and board of directors of Parent have, by resolution, duly approved and adopted the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, Intermediate and New Holdings hereby agree as follows:

AGREEMENT

1. The names of each constituent entity in the merger are Patriot Properties, Inc. and Northeast Revaluation Group, LLC. Subject to the terms and conditions hereof, Sub hereby merges with and into Parent, pursuant to the provisions of, and with the effect provided in, the Massachusetts Business Corporations Act (the "Act") and Parent shall be the surviving entity (the "Surviving Entity"). The name of the Surviving Entity from and after the Effective Time (as defined below) shall be: Patriot Properties, Inc. The principal place of business of the Surviving Entity is 3025 Windward Plaza, Ste. 200, Alpharetta, GA 30005. The Preamble and Recitals to this Agreement are an integral part hereof and are incorporated herein by reference.

2. Effective Time.

(a) The parties hereto shall cause an Articles of Merger to be executed and delivered for filing with the Massachusetts Secretary of the Commonwealth as provided in and in accordance with the Act (the "Merger Certificate") and an Articles of Merger to be executed and delivered for filing with the Rhode Island Department of State as provided in and in accordance with the General Laws of Rhode Island.

(b) The Merger shall be effective on the date indicated in the Merger Certificate (the "Effective Time").

(c) At the Effective Time, Sub shall cease to exist as a corporation, and all of its property, rights, privileges, patents, trademarks, licenses, registrations, other assets of any kind and liabilities shall be transferred to, vested in and become the property, rights, privileges, patents, trademarks, licenses, registrations, other assets of any kind and liabilities of the Surviving Entity.

(d) At the Effective Time, the equity interests of Sub issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Sub, the equityholder thereof, Parent or any other person, be canceled and no cash or securities or other property shall be payable to the equityholder in respect thereof. At the Effective Time, the equity of Parent issued and outstanding immediately prior to the Effective Time shall be unaffected and remain issued and outstanding.

3. Articles of Organization; Bylaws. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of Parent, Sub, or any other person, (a) the articles of organization of Parent, as in effect immediately prior to the Effective Time of the Merger, shall be the articles of organization of the Surviving Entity, and (b) the bylaws of Parent as in effect immediately prior to the Effective Time of the Merger shall be the bylaws of the Surviving Entity, in each case, until thereafter amended as provided therein.

4. Directors and Officers. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of Parent, Sub, or any other person, the directors and officers of the Surviving Entity shall be the directors and officers of Parent immediately prior to the Effective Time.

5. Further Assurances. The parties hereto agree to use their best efforts to take, or cause to be taken, all lawful actions and to do, or cause to be done, all lawful things (including executing and delivering such additional instruments, documents and consents) as may be reasonably necessary to give effect to the transactions contemplated by this Agreement.

6. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to any otherwise applicable principles of conflict of laws of that State.

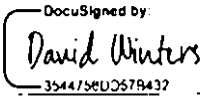
8. Execution of Counterparts. This Agreement may be executed in any number of counterparts (including by electronic means), each of which when so executed and delivered (including in .pdf or other electronic format) shall be deemed an original, but all of which shall together constitute one and the same instrument.

9. Tax Treatment. The Merger is intended to be treated as a plan of liquidation under Section 332 of the Internal Revenue Code.

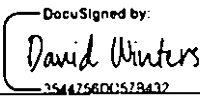
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized representative on the day and year first written above.

Patriot Properties, Inc.
a Massachusetts corporation

By: 
354475600578432
Name: David Winters
Title: Chief Financial Officer & Treasurer

Northeast Revaluation Group, LLC
a Rhode Island limited liability company

By: 
354475600578432
Name: David Winters
Title: Chief Financial Officer



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:

December 20, 2022 02:05 PM

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

Nellie M. Gorbea
Secretary of State

