



State of Rhode Island
Department of State - Business Services Division

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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

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:

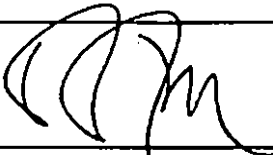

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>under which entity is organized</small>
000122011	SAGE Environmental, Inc.	Corporation	RI
001773927	SAGE Acquisition Corp.	Corporation	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: Sage Environmental, Inc.			
which is to be governed by the laws of the state of: RI			
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:			

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
<input checked="" type="checkbox"/> Date received (Upon filing) <input type="checkbox"/> 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]

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.

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES		
<i>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.</i>		
Type or Print Entity Name Sage Environmental, Inc.		
Type or Print Name of Person Signing Richard J. Mandile	Title of Person Signing President	
Signature 		Date 5/31/2024
Type or Print Name of Person Signing	Title of Person of Signing	
Signature		Date
Type or Print Entity Name Sage Acquisition Corp.		
Type or Print Name of Person Signing M. Gayle Packer	Title of Person Signing President	
Signature 		Date 05/31/2024
Type or Print Name of Person Signing	Title of Person Signing	
Signature		Date

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.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of May 31, 2024, is by and between SAGE Environmental, Inc., a Rhode Island corporation ("**SEI**"), and SAGE Acquisition Corp., a Rhode Island corporation ("**SAC**").

WITNESSETH:

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

WHEREAS, SAC is a newly formed corporation duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, the respective Boards of Directors of SEI and SAC have determined that it is advisable and in the best interests of each such corporation that SAC merge with and into SEI;

WHEREAS, the respective Boards of Directors of SEI and SAC have, by resolutions duly adopted, approved the Merger Agreement, and have recommended the Merger Agreement to the Stockholder of each of SEI and SAC;

WHEREAS, the Stockholders of SEI and SAC have, by resolutions duly adopted, approved the Merger Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, and in accordance with the applicable laws of the State of Rhode Island, SEI and SAC hereby agree as follows:

1. **Merger.** SAC will be merged with and into SEI (the "**Merger**"), and SEI shall be the surviving corporation (hereinafter sometimes referred to as the "**Surviving Entity**"). 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**").

2. **Governing Documents.** The Certificate of Incorporation of SEI as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Entity without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of SEI as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Effect of the Merger.** At the Effective Time, the separate existence of SAC shall cease and all of the property (real, personal and mixed), rights, powers, duties and obligations of SAC shall be taken and deemed to be transferred and vested in the Surviving Entity, without further act or deed, as provided by applicable laws.

4. **Further Assurances.** From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of SAC 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 Entity the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of SAC and otherwise to carry out the purposes of this Merger Agreement, and the

officers and directors of the Surviving Entity are fully authorized in the name and on behalf of SAC to take any and all such action and to execute and deliver any and all deeds and other instruments.

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

(a) Each share common stock of SAC ("SAC Shares") outstanding immediately prior to the Effective Time shall be changed and converted into shares of common stock in SEI ("SEI Shares") equal to the number of SAC Shares so surrendered;

(b) Each SAC Share held in treasury immediately prior to the Effective Time shall be cancelled and resume the status of authorized and un-issued stock of SEI, and no ownership interests of other securities of the Surviving Entity shall be issued in respect thereof.

6. Certificates. At and after the Effective Time, all of the certificates which immediately prior to the Effective Time represented outstanding SAC Shares shall be presented to the Surviving Entity to be exchanged for certificates representing the corresponding number of SEI Shares as herein provided.

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 board of directors of SEI or SAC, notwithstanding approval of this Merger Agreement by the shareholders or members of either of said entities, if circumstances arise which, in the opinion of the board of directors of SEI or SAC make the Merger inadvisable.


9. Successors. This Merger Agreement shall be binding on the successors of SEI and SAC.

10. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

{Signatures follow on next page}

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

SAGE ENVIRONMENTAL, INC.

By: 
Name: Richard J. Mandile
Title: President

SAGE ACQUISITION CORP.

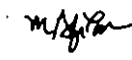
By: _____
Name: M. Gayle Packer
Title: President

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

SAGE ENVIRONMENTAL, INC.

By: _____
Name: Richard J. Mandile
Title: President

SAGE ACQUISITION CORP.

By:  _____
Name: M. Gayle Packer
Title: President



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:

May 31, 2024 02:28 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

