

Filing Fee: See Instructions

ID Number: 1337237



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Division of Business Services
148 W. River Street
Providence, Rhode Island 02904-2615

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.
2015 JUL -1 PM 2:43

ARTICLES OF MERGER OR CONSOLIDATION INTO
GILWELL TECHNOLOGY SERVICES, LLC

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

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:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Gilwell Technology Services, LLC (RI) and another LLC (CT).

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is Gilwell Technology Services, LLC which is to be governed by the laws of the state of Rhode Island

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. (Attach Plan of Merger or Consolidation)

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:

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

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 Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

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BY [Signature] 252103 2:43

b. 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) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

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 TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

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:

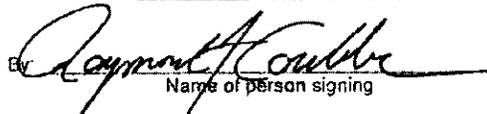
b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which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

.....
SECTION V: 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.

Gilwell Technology Services, LLC, a Connecticut limited liability company

Print Entity Name

By 

Raymond F. Coulombe, Manager

Name of person signing

Title of person signing

By _____

Name of person signing

Title of person signing

Gilwell Technology Services, LLC, a Rhode Island limited liability company

Print Entity Name

By 

Raymond F. Coulombe, Manager

Name of person signing

Title of person signing

By _____

Name of person signing

Title of person signing

AGREEMENT AND PLAN OF MERGER

FOR THE MERGER OF

GILWELL TECHNOLOGY SERVICES, LLC
(a Connecticut Limited Liability Company)

WITH AND INTO

GILWELL TECHNOLOGY SERVICES, LLC
(a Rhode Island Limited Liability Company)

THIS AGREEMENT AND PLAN OF MERGER (this “**Plan of Merger**”) is made as of the 1st day of July, 2015 by and between, GILWELL TECHNOLOGY SERVICES, LLC, a Connecticut limited liability company (“**CT Gilwell Technology**”), and GILWELL TECHNOLOGY SERVICES, LLC, a Rhode Island limited liability company (“**RI Gilwell Technology**”). CT Gilwell Technology and RI Gilwell Technology are at times referred to in this Plan of Merger collectively as the “**Constituent Companies**” and individually as a “**Constituent Company.**”

BACKGROUND

CT Gilwell Technology is a limited liability company duly organized and existing under the laws of the State of Connecticut. RI Gilwell Technology is a limited liability company duly organized and existing under the laws of the State of Rhode Island.

The sole member of CT Gilwell Technology is also the sole member of RI Gilwell Technology (the “**sole Member**”) and the sole manager serves both CT Gilwell Technology and RI Gilwell Technology (the “**sole Manager**”); as such the membership interest and management of CT Gilwell Technology and RI Gilwell Technology are identical in all respects.

The sole Manager and sole Member of CT Gilwell Technology (the “**CT Gilwell Technology Manager and Member**”) and the sole Manager and sole Member of RI Gilwell Technology (the “**RI Gilwell Technology Manager and Member**”) and together with the CT Gilwell Technology Manager and Member, have each determined it to be advisable that CT Gilwell Technology be merged with and into RI Gilwell Technology on and subject to the terms and conditions set forth below, and the CT Gilwell Technology Manager and Member and the RI Gilwell Technology Manager and Member have each unanimously approved the merger of CT Gilwell Technology with and into RI Gilwell Technology on and subject to the terms and conditions set forth below.

THEREFORE, in consideration of the mutual covenants set forth below, it is agreed that, in accordance with the applicable laws of the State of Connecticut and State of Rhode Island, CT Gilwell Technology be, and it hereby is, merged with and into RI Gilwell Technology pursuant

to this Plan of Merger, upon the terms and conditions set forth below, effective as of the Effective Date (as defined below).

1. Merger. At the Effective Date (as defined below), CT Gilwell Technology shall be merged with and into RI Gilwell Technology (the "**Merger**"), the separate existence of CT Gilwell Technology shall cease, RI Gilwell Technology shall continue in existence as the surviving limited liability company under the name "GILWELL TECHNOLOGY SERVICES, LLC" and the Merger shall in all respects have the effect contemplated by Sections 34-193 through 34-198 of the Connecticut General Statutes, as amended ("**C.G.S.**"), and Sections 7-16-59 through 7-16-62 of the General Laws of Rhode Island, 1956, as amended ("**General Laws, 1956**"). Prior to, and from and after, the Effective Date, each of the Constituent Companies shall take all such actions as shall be necessary or appropriate in order to give effect to the Merger, subject to Section 8 below.

2. Terms of Transaction.

(a) The membership interests of CT Gilwell Technology that exist immediately prior to the Effective Date (the "**Old CT Gilwell Technology Membership Interests**") shall automatically be converted into a total of fifty thousand (50,000) Units of RI Gilwell Technology (the "**New RI Gilwell Technology Membership Interests**") automatically upon the effectiveness of the Merger, and the sole member of the Old CT Gilwell Technology Membership Interests shall automatically become the sole holder of the New RI Gilwell Technology Membership Interests upon the effectiveness of the Merger. Each certificate, if any, representing Old CT Gilwell Technology Membership Interests (an "**Old CT Gilwell Technology Certificate**") shall, upon and following the effectiveness of the Merger, be deemed to represent the number of New RI Gilwell Technology Membership Interests determined in accordance with the preceding sentence.

(b) All of the membership interests of CT Gilwell Technology other than the Old CT Gilwell Technology Membership Interests (which shall be converted into New RI Gilwell Technology Membership Interests in accordance with Subsection (a) above), shall be automatically canceled upon the effectiveness of the Merger.

(c) All of the membership interests of RI Gilwell Technology that existed immediately prior to the Effective Date shall continue to exist upon the effectiveness of the Merger.

3. Articles of Organization and Operating Agreement. From and after the Effective Date, the Articles of Organization and Operating Agreement of RI Gilwell Technology, as amended to date (and, if applicable, as amended prior to the Effective Date) and in effect immediately prior to the Effective Date, shall be the Articles of Organization and Operating Agreement of RI Gilwell Technology as the surviving limited liability company.

4. Managers. The sole Manager of RI Gilwell Technology immediately prior to the Effective Date shall continue to be the sole Manager of RI Gilwell Technology as the surviving

limited liability company following the Effective Date, until removed or replaced in accordance with RI Gilwell Technology's Articles of Organization and Operating Agreement.

5. Authorization and Approval. Each Constituent Company's sole Manager and sole Member hereby represents to the other that this Plan of Merger has been unanimously authorized and approved by its Managers and Members in accordance with C.G.S. Section 34-193 and General Laws, 1956 Section 7-16-61.

6. Filings. RI Gilwell Technology, as the surviving entity, shall cause its sole Manager to execute and file (a) an appropriate Articles of Merger with the Secretary of State of the State of Connecticut (the "**Articles of Merger**") as required by C.G.S. Section 34-196, (b) an appropriate Articles of Merger or Consolidation as required by General Laws, 1956 Section 7-16-62 with the State of Rhode Island and Providence Plantations, Office of the Secretary of State ("**Articles of Merger or Consolidation**"); and (c) any and all appropriate filings at the state and local level, if any, in each case and in any event so as to cause the Merger to be effective as of the Effective Date.

7. Effectiveness of Merger & Plan of Merger. The Merger shall be effective as of the Effective Date. For purposes of this Plan of Merger, the "**Effective Date**" means July 1, 2015. For all intents and purposes, this Plan of Merger shall be considered the written plan of merger as contemplated by C.G.S. Section 34-195 and General Laws, 1956 Section 7-16-60.

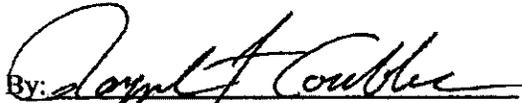
8. Abandonment of Merger & State of Governance. This Plan of Merger may be terminated, and the Merger may thereby be abandoned, at any time prior to the Effective Date by determination of the Manager and Members of either Constituent Company, in accordance with C.G.S. Section 34-194(b) and General Laws, 1956 Section 7-16-61(b). If the sole Manager and sole Member of either Constituent Company makes a determination to terminate this Plan of Merger and thereby abandon the Merger, prompt written notice of the same shall be provided to the other Constituent Company, appropriate filings shall be made with the Connecticut Secretary of the State and Rhode Island Secretary of State, and such termination and abandonment shall be without liability to either Constituent Company.

9. Survivor Appointment. Since RI Gilwell Technology is to be governed by the laws of the State of Rhode Island, RI Gilwell Technology agrees: (a) that it may be served with process in the State of Connecticut in any proceeding for enforcement of any obligation of CT Gilwell Technology, as well as for enforcement of any obligation of RI Gilwell Technology as the survivor of this Merger; and (b) to irrevocably appoint the Secretary of State of the State of Connecticut as its agent for service process in any such proceeding in the State of Connecticut, and RI Gilwell Technology shall receive a copy of the process at 37 Coast Guard Avenue, Wakefield, Rhode Island, 02879, to be mailed to it by the Connecticut Secretary of State.

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IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed on the date first above written.

GILWELL TECHNOLOGY SERVICES, LLC
(a Connecticut limited liability company)

By: 
Raymond F. Coulombe, Manager and
Sole Member

GILWELL TECHNOLOGY SERVICES, LLC
(a Rhode Island limited liability company)

By: 
Raymond F. Coulombe, Manager and
Sole Member



State of Rhode Island and Providence Plantations
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
and Providence Plantations, 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:

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State

