



State of Rhode Island

Department of State - Business Services Division

 2021 OCT 18 PM 12:20
 RI SOS SVCS DIV
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 Z, 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 *under which entity is organized
000081442	Ocean State Technical Services, LLC	LLC	RI
001026020	OST Services, 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:

OST 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. 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:

N/A

 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:

N/A

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

R/S [Signature] 12:20

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:

N/A

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):

N/A

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:

N/A

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

OST Services, LLC

Type or Print Name of Person Signing

Robert Beldyk

Title of Person Signing

President

Signature



Date

OCT 18, 2021

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Oceans State Technical Services, LLC

Type or Print Name of Person Signing

Robert Beldyk

Title of Person Signing

President

Signature



Date

OCT 18, 2021

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

**ARTICLES OF MERGER
OF
OCEAN STATE TECHNICAL SERVICES, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY,
WITH AND INTO
OST SERVICES, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 7-16-62 of the Rhode Island Limited Liability Company Act (the "Act"), the undersigned entities adopt the following Articles of Merger for the purpose of merging into a single entity:

1. The name and jurisdiction of each party to the merger are:

Oceans State Technical Services, LLC, a Rhode Island limited liability company, organized on the 5th of October, 1994; and

OST Services, LLC, a Rhode Island limited liability company, organized on the 1st of January, 2015.

2. The Agreement and Plan of Merger ("Plan of Merger") attached hereto as **Exhibit "A"**, has been duly approved and executed by each constituent party to the merger. The Plan of Merger was duly approved by the members of both Oceans State Technical Services, LLC, and OST Services, LLC, on October 15, 2021.
3. The name of the surviving constituent party is OST Services, LLC, located at 55 Chapman Street, Providence, Rhode Island 02905. OST shall be governed by the laws of the State of Rhode Island.
4. No amendments to the Articles of Organization of OST Services, LLC are to be effected by the merger.
5. This merger shall be effective upon filing these Article and Plan of Merger with the Secretary of State of the State of Rhode Island.
6. The Plan of Merger is on file at the principal place of business of OST Services, LLC, the surviving entity, located at 55 Chapman Street, Providence, Rhode Island 02905.
7. A copy of the Plan of Merger shall be furnished by OST Services, LLC on request and without cost, to any person holding an interest in either constituent party to the merger.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement and Plan
as of the date first set forth above.

APPROVED AND CONSENTED TO:

OST Services, LLC

By: 
Robert J. Beldyk, President

Oceans State Technical Services, LLC

By: 
Robert J. Beldyk, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

See attached.

**AGREEMENT AND PLAN OF MERGER
OF
OCEAN STATE TECHNICAL SERVICES, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY,
WITH AND INTO
OST SERVICES, LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement and Plan") is made and entered into effective as of the 15th day of October, 2021, by and **between Ocean State Technical Services, LLC** ("Merging Company"), a limited liability company organized and existing under the laws of the State of Rhode Island and **OST Services, LLC** ("Surviving Company"), a limited liability company organized and existing under the laws of the State Rhode Island, said two entities being hereinafter sometimes referred to collectively as the "Constituents";

WHEREAS, the members of each of the Constituents deem it advisable and in the best interests of each Constituent that Merging Company be merged with and into Surviving Company, with Surviving Company being the surviving entity, under and pursuant to the laws of the States of Rhode Island and on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
MERGER**

1.1 Merging Company shall be merged with and into Surviving Company in accordance with the laws of the State of Rhode Island. The separate corporate existence of Merging Company shall thereby cease, and Surviving Company shall be the surviving company.

1.2 The name which the Surviving Company is to have after the merger shall be OST Services, LLC and it shall be governed by the laws of the State of Rhode Island.

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Company shall cease. From and after the Effective Time, title to all real estate and other property owned by the Merging Company shall be vested in the Surviving Company without reversion or impairment, and the Surviving Company shall have all liabilities of the Merging Company. All the rights, privileges, powers and franchises of the Merging Company, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Company, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Company shall be thereafter the property of the Surviving Company as they were of the Merging Company.

1.4 All rights, licenses and trademarks to the name, "Ocean State Technical Services" and all associated intellectual property rights shall be transferred to the Surviving Company.

1.5 From and after the Effective Time, the Surviving Company shall be subject to all the duties and liabilities of a limited liability company organized under the Rhode Island Limited Liability Company Act and shall be liable and responsible for all the liabilities and obligations of the Constituents. The rights of the creditors of the Constituents, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of the Constituents may be continued as if the merger did not occur, or the Surviving Company may be substituted in the place of the Merging Company. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities, and liabilities of the Surviving Company shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on the date and time of filing the Articles of Merger with Rhode Island Secretary of State. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituents shall take all such action as shall be necessary or appropriate to effect the merger. If at any time after the Effective Time, the Surviving Company shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Company full title to all of the property, assets, rights, privileges and franchises of the Constituents, or either of them, the officers and members of the Constituents shall execute and deliver all such instruments and take all such further actions as the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III ARTICLES OF ORGANIZATION

3.1 The Articles of Surviving Company, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Surviving Company until further duly amended in accordance with law.

ARTICLE IV MISCELLANEOUS

4.1 Notwithstanding anything herein to the contrary, the members of Merging Company and the Surviving Company may, in their sole discretion and at any time prior to the filing with the

Secretary of State of Rhode Island of the necessary Certificate of Merger to effect the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 4.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituents or its Members in respect of this Agreement and Plan.

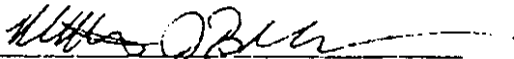
4.2 This Agreement and Plan embodies the entire agreement between the Constituents hereto and there are no agreements, understandings, restrictions, or warranties between the Constituents hereto other than those set forth herein or herein provided for.

[Signatures on the following page.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement and Plan as of the date first set forth above.

APPROVED AND CONSENTED TO:

OST Services, LLC

By: 
Robert J. Beldyk, President

Oceans State Technical Services, LLC

By: 
Robert J. Beldyk, 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:

October 18, 2021 12:20 PM

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

Nellie M. Gorbea
Secretary of State

