



State of Rhode Island

Department of State - Business Services Division

RECEIVED
R.I. DEPT. OF STATE
BUS SVCS DIV

2021 OCT 25 PM 12:33

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
001019737	YMA, LLC	LLC	RI
000099795	The Apex Technology Group, Inc.	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: The Apex Technology Group, Inc.			
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:			
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

FILED

NOV 02 2021

BY 97647

12:26 p.m.

g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY
<input checked="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 <u>7-1.2</u> .
b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § <u>7-1.2-1309</u> , 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

YMA, LLC

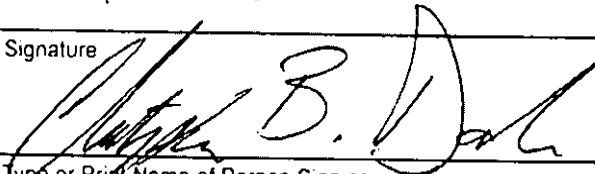
Type or Print Name of Person Signing

Christopher B. Dale

Title of Person Signing

Secretary & Treasurer of sole Member

Signature



Date

10/22/21

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

The Apex Technology Group, Inc.

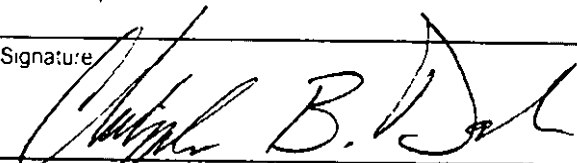
Type or Print Name of Person Signing

Christopher B. Dale

Title of Person Signing

Secretary & Treasurer

Signature



Date

10/22/21

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER
IN COMPLETE LIQUIDATION OF SUBSID

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 1, 2021, is adopted by THE APEX TECHNOLOGY GROUP, INC., a Rhode Island corporation (the "Parent Company") with respect to its wholly-owned subsidiary YMA, LLC, a Rhode Island limited liability company (the "Subsidiary").

WHEREAS, the Parent Company owns all of the membership interests of the Subsidiary;

WHEREAS, the Board of Directors and the Shareholders of the Parent Company deem it advisable that the Subsidiary shall merge with and into the Parent Company in complete liquidation of the Subsidiary in accordance with Section 332 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the laws of the State of Rhode Island permit such a merger.

NOW, THEREFORE, it is agreed that the Subsidiary shall be merged into the Parent Company, which shall be the surviving corporation, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

Section 1. Name of Parent Company. The corporate existence of the Parent Company shall continue under the name "THE APEX TECHNOLOGY GROUP, INC."

Section 2. Purposes of Parent Company. The purposes set forth in the Articles of Incorporation of the Parent Company, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Parent Company.

Section 3. Articles of Incorporation of Parent Company. The Articles of Incorporation of the Parent Company shall not be amended in any respect by reason of this Agreement and Plan of Merger.

Section 4. By-Laws of Parent Company. The By-laws of the Parent Company, as they shall exist on the effective date of the merger, shall be and remain and continue to be the By-laws of the Parent Company until they shall be altered, amended, or repealed as therein provided.

Section 5. Directors and Officers. Persons who are directors and officers of the Parent Company on the effective date of the merger shall be and remain and continue to be directors and officers of the Parent Company until their respective successors are duly named and qualified.

Section 6. Effective Date of Merger.

(a) For all purposes under the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and Rhode Island Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and (ii) said Articles of Merger shall have been filed in the office of the Secretary of State of Rhode Island.

(b) The date upon which this Agreement and Plan of Merger shall have been adopted by the Shareholders of the Parent Company in accordance with the laws of the State of Rhode Island, and Articles of Merger and any other required documents have been filed in the office mentioned above and upon which the Parent and the Subsidiary shall so become a single corporation is the effective date of the merger.

(c) Notwithstanding the foregoing provisions of this Section 6, the merger provided for herein shall be deemed effective for accounting purposes as of the close of business on October 31, 2021.

Section 7. Manner and Basis of Converting Shares. Immediately upon the effective date of the merger, all of the membership interests of the Subsidiary will be exchanged for all of the assets and liabilities of the subsidiary and, thereupon, the membership interests of the Subsidiary shall cease to exist and shall be deemed cancelled, retired and eliminated.

Section 8. Effect of Merger. Upon this merger becoming effective:

(a) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Parent Company shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Subsidiary shall be continued in and merged into the Parent Company and the Parent Company shall be fully vested therewith;

(b) The Parent Company shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of the Subsidiary, except as otherwise herein provided, and except as otherwise provided by law;

(c) The Parent Company shall be vested with all property, real, personal, or mixed, and all debts due to the Subsidiary on whatever account as well as all other choses in action belonging to the Subsidiary; and

(d) All property, rights, privileges, powers and franchises of the Subsidiary shall be thereafter as effectually the property of the Parent Company as they were of the Subsidiary, but all rights of creditors and all liens upon any property of the Subsidiary shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Subsidiary shall thenceforth attach to, and are hereby assumed by, the Parent Company and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted for by it.

Section 9. Service of Process. Upon the merger herein proposed becoming effective, the Parent Company agrees that it may be served with process in the State of Rhode Island in any proceeding for enforcement of any obligation of the Subsidiary.

Section 10. Tax Matters. For federal tax purposes, the merger effected hereby is a complete liquidation of Subsidiaries under Section 332 of the Code.

[SIGNATURE BLOCK APPEARS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed in their corporate names by an officer thereunto duly authorized as of the date first written above.

PARENT COMPANY:

THE APEX TECHNOLOGY GROUP, INC.

By: 

Christopher B. Dale
Treasurer & Secretary

SUBSIDIARY:

YMA, LLC

By: THE APEX TECHNOLOGY GROUP,
INC., its sole Member

By: 

Christopher B. Dale
Treasurer & Secretary