



State of Rhode Island  
**Department of State - Business Services Division**

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**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:

<b>SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES</b>			
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
001692385	Gnat Shield LLC	LLC	RI
	Gnat Shield LLC	LLC	MA
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: Gnat Shield LLC			
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 <b>MUST</b> 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:  41 Graftam Road, Plymouth, MA 02360			

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: [www.sos.ri.gov](http://www.sos.ri.gov)

FILED 2:37  
 JAN 13 2022  
 BY JOE DESS

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 at [taxportal.ri.gov](http://taxportal.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.**

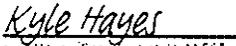
a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified at [taxportal.ri.gov](http://taxportal.ri.gov)]

**SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES**

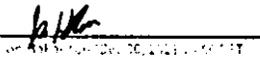
*Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.*

Type or Print Entity Name  
Gnat Shield LLC

Type or Print Name of Person Signing Kyle Hayes	Title of Person Signing Manager
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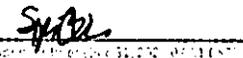
Signature  <small>Kyle Hayes, Dec 31, 2021 11:55 AM</small>	Date Dec 31, 2021
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Type or Print Name of Person Signing Jonathan Hakanson	Title of Person of Signing Manager
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Signature  <small>J. Hakanson, Dec 30, 2021 10:51 AM</small>	Date Dec 30, 2021
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Type or Print Entity Name  
Gnat Shield LLC

Type or Print Name of Person Signing Spencer Blier	Title of Person Signing Manager
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Signature  <small>S. Blier, Dec 31, 2021 11:55 AM</small>	Date Dec 31, 2021
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Type or Print Name of Person Signing	Title of Person Signing
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Signature	Date
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## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of January 1, 2022, between Gnat Shield LLC, a limited liability company organized under the laws of the State of Rhode Island (the "**RI LLC**"), and Gnat Shield LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the "**MA LLC**", and together with the RI LLC, the "**Constituent Companies**"). The RI LLC is hereinafter also sometimes referred to as the "**Merged Company**" and the MA LLC is hereinafter also sometimes referred to as the "**Surviving Company**".

### WITNESSETH

**WHEREAS**, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that the RI LLC be merged with and into the MA LLC under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Rhode Island Limited Liability Company Act and the Massachusetts Limited Liability Company Act;

**WHEREAS**, the individuals named below are the members of both the MA LLC and the RI LLC (the "**Members**"):

<b>Member Name</b>	<b>RI LLC Membership Interests</b>	<b>MA LLC Membership Interests</b>
Kyle Hayes	1,000 common units	1,000 common units
Jonathan Hakanson	1,000 common units	1,000 common units
Spencer Blier	1,000 common units	1,000 common units

**WHEREAS**, both the RI LLC and the MA LLC are managed exclusively by managers, those being Kyle Hayes, Jonathan Hakanson, and Spencer Blier (the "**Managers**");

**WHEREAS**, the membership interests in the RI LLC that are held by the Members shall be converted into membership interests in the MA LLC at the Effective Time (defined below);

**WHEREAS**, the registered office of the RI LLC in Rhode Island is located at 19 Bassett Street, Suite 220, Providence, RI 02903 and the registered office of the MA LLC in the Commonwealth of Massachusetts is located at 41 Graffam Road, Plymouth, MA 02360.

**NOW, THEREFORE**, the Constituent Companies, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, do hereby agree to the terms and conditions of such merger and mode of carrying the same into effect as follows:

**FIRST:** At the Effective Time, the RI LLC shall be merged into the MA LLC and the MA LLC shall be the Surviving Company. The separate existence of the RI LLC shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Company.

**SECOND:** This Agreement and Plan of Merger shall become effective on January 1, 2022, when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Massachusetts Limited Liability Company Act and the Rhode Island Limited Liability Company Act, are accepted for filing by the appropriate offices of the Commonwealth of Massachusetts and the State of Rhode Island, respectively. The date and time of such effectiveness is hereinafter called the "*Effective Time*".

**THIRD:** The Certificate of Organization of the MA LLC shall continue in full force and effect as the Certificate of Organization of the Surviving Company until the same shall be altered, amended, or repealed as provided therein or in accordance with the law.

**FOURTH:** The purpose of the Surviving Company shall be as set forth under the Certificate of Organization of the MA LLC.

**FIFTH:** At the Effective Time, all of the membership interests in the RI LLC that are held by the Members shall be converted into membership interests in the RI LLC, such that (i) the Members will continue to hold the membership interests of the MA LLC as more particularly identified above, and (ii) all of the membership interests of the RI LLC existing prior to the merger shall terminate and cease to exist.

**SIXTH:** The terms and conditions of the merger are as follows:

(a) The Operating Agreement of the RI LLC in effect prior to the merger, if any, shall terminate and cease to be of any force or effect as of the Effective Time.

(b) At and after the Effective Time, the Surviving Company shall be managed under the exclusive direction and control of the Managers.

(c) At and after the Effective Time: (i) the Surviving Company shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the Constituent Companies; (ii) all debts due to either of the Constituent Companies, on whatever account, shall be vested in the Surviving Company; (iii) all claims, demands, property, rights, privileges, powers, and franchises and every other interest of either of the Constituent Companies shall be the property of the Surviving Company; (iv) the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Company; (v) all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; (vi) all debts, liabilities, and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and (vii) the Surviving Company shall indemnify and hold harmless the Managers of each of the Constituent Companies against all such debts, liabilities, and duties and against all claims and demands arising out of the merger.

(d) At and after the Effective Time, the Federal Employer Identification

Number of the Merged Company shall be the Federal Employer Identification Number of the Surviving Company.

(e) Except as otherwise set forth herein, all acts, plans, policies, approvals, and authorizations of the Merged Company, its Managers and/or any of its agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Company and shall be effective and binding thereon as they were on the Merged Company.

(f) This Agreement and Plan of Merger shall be submitted to the Managers of the Merged Company and the Managers of the Surviving Company as and to the extent provided by law.

(g) This Agreement and Plan of Merger may be terminated or abandoned by either Constituent Company, acting by the Managers, at any time prior to the Effective Time. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of the Managers.

(h) From and after the Effective Time, the Managers are hereby authorized in the name and on behalf of each of the Constituent Companies to execute, acknowledge, and deliver all instruments and do all acts and things as may be necessary or desirable to vest in the Surviving Company any property or rights of either of the Constituent Companies and/or to carry out the intents and purposes of this Agreement and Plan of Merger.

**SEVENTH:** The Surviving Company agrees to appoint, and hereby appoints irrevocably, the Secretary of the State of Rhode Island as its true and lawful attorney upon whom all lawful process in any action or proceeding in the State of Rhode Island may be served as provided pursuant to Rhode Island Limited Liability Company Law §7-16-64. Such process shall be mailed to:

Gnat Shield LLC  
Attn: Kyle Hayes  
41 Graffam Road  
Plymouth, MA 02360

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties to this Agreement have caused this Agreement and Plan of Merger to be duly executed by the individuals listed below.

**Gnat Shield LLC  
A Rhode Island Limited Liability Company**

By: Kyle Hayes  
MANAGER OF Gnat Shield LLC

Kyle Hayes  
Manager

JH  
MANAGER OF Gnat Shield LLC

Jonathan Hakanson  
Manager

SB  
MANAGER OF Gnat Shield LLC

Spencer Blier  
Manager

**Gnat Shield LLC  
A Massachusetts Limited Liability Company**

By: Kyle Hayes  
MANAGER OF Gnat Shield LLC

Kyle Hayes  
Manager

JH  
MANAGER OF Gnat Shield LLC

Jonathan Hakanson  
Manager

SB  
MANAGER OF Gnat Shield LLC

Spencer Blier  
Manager



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:

January 13, 2022 02:37 PM

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

Nellie M. Gorbea  
*Secretary of State*

