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State of Rhode Island
Department of State - Business Services Division

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

RECEIVED
R.I. DEPT. OF STATE
BUS. SVCS. DIV.
STAMP
2023 DEC 27 P 12:19

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:

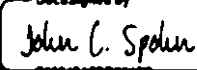
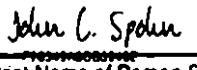
SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>under which entity is organized</small>
001723498	Agile GxP Technologies, LLC	limited liability company	Rhode Island
	Agile GxP Technologies, Inc.	business corporation	Delaware
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: Agile GxP Technologies, Inc.			
which is to be governed by the laws of the state of: Delaware			
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: 209 University Avenue, Providence, RI 02906			

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
DEC 27 2023
BY: ML B35PN
12:19

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-B, 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		
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 Agile GxP Technologies, LLC		
Type or Print Name of Person Signing John C. Spohn	Title of Person Signing Authorized Person	
Signature  DocuSigned by: John C. Spohn ✓	Date 12/20/2023	
Type or Print Name of Person Signing	Title of Person of Signing	
Signature	Date	
Type or Print Entity Name Agile GxP Technologies, Inc.		
Type or Print Name of Person Signing John C. Spohn	Title of Person Signing President	
Signature  DocuSigned by: John C. Spohn ✓	Date 12/20/2023	
Type or Print Name of Person Signing	Title of Person Signing	
Signature	Date	

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 20, 2023, between Agile GxP Technologies, LLC, a limited liability company organized under the laws of the State of Rhode Island ("RI LLC"), and Agile GxP Technologies, Inc., a corporation organized under the laws of the State of Delaware ("DE Corp."), DE Corp. and RI LLC, together (the "Constituent Companies"). RI LLC is hereinafter also sometimes referred to as the "Merged Company" and DE Corp. is hereinafter also sometimes referred to as the "Surviving Corporation".

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that RI LLC be merged with and into DE Corp. under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Delaware General Corporation Laws and the Rhode Island General Laws;

WHEREAS, DE Corp., by its Certificate of Incorporation, has an authorized capital stock consisting of 1,000,000 shares of Common Stock, \$0.01 par value per share ("DE Common Stock"), 1,000,000 shares of which are outstanding.

WHEREAS, the ownership interests in the RI LLC, all of which are entitled to vote, which shall be cancelled at the Effective Time (defined below) ("RI Interests"), are as follows:

Member Name	RI Interests
John C. Spohn	100.00%

WHEREAS, the registered office of RI LLC in the State of Rhode Island is located at 209 University Avenue Providence, RI 02906 and the registered office of DE Corp. in the State of Delaware is located at 251 Little Falls Drive, Wilmington, Delaware 19808.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the Effective Time, RI LLC shall be merged into DE Corp. and DE Corp. shall be the surviving corporation. The separate existence of 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 corporation.

SECOND: This Agreement and Plan of Merger shall become effective when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Rhode Island General Laws, and the General Corporation Law of Delaware, are accepted for filing by the appropriate office of the State of Rhode Island and the State of Delaware, respectively. The time of such effectiveness being hereinafter called (the "Effective Time"). The date on which the Effective Time occurs is referred to herein as the "Effective Date".

THIRD: The Certificate of Incorporation of DE Corp. shall continue in full force and effect as the charter of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with the law.

FOURTH: The purposes of the Surviving Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FIFTH: On the Effective Date, the RI Interests outstanding prior to consummation of the merger contemplated by this Agreement shall automatically, by virtue of the Merger, be cancelled without payment of any consideration therefor and without any conversion thereof.

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

(a) The Bylaws of the Surviving Corporation in effect prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

(c) At and after the Effective Time, the Surviving Corporation 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; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Companies; 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 Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liability and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors 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) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent

Companies acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the managers, officers and directors of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(c) This Agreement and Plan of Merger shall be submitted to the members of the Merged Company and the sole stockholder of the Surviving Corporation as and to the extent provided by law.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Company, acting by the members (in the case of RI LLC) or its Board of Directors (in the case of DE Corp.), at any time prior to its adoption by the members (in the case of RI LLC) or stockholder (in the case of DE Corp.) as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its members (in the case of RI LLC) or its Board of Directors (in the case of DE Corp.), at any time after such adoption by such members or stockholder and 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 its members or manager (in the case of RI LLC) or Board of Directors or stockholder (in the case of DE Corp.).

(g) All acts, plans, policies, approvals and authorizations of RI LLC, its members, shareholders, committees elected or appointed by its members or manager, and agents, which 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 Corporation and shall be effective and binding thereon as they were on RI LLC.

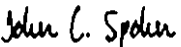
(h) From and after the Effective Time, the officers and directors of the Surviving Corporation are hereby authorized in the name of the limited liability company and corporation that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement and Plan of Merger.

SEVENTH: The Surviving Corporation agrees to appoint, and hereby appoints irrevocably, the Secretary of the Commonwealth 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 General Laws, Title 7, Chapter 16, Section 64.

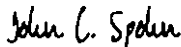
[signature page follows]

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

AGILE GXP TECHNOLOGIES, LLC
A Rhode Island Limited Liability Company

By:  _____
John C. Spohn, Member

AGILE GXP TECHNOLOGIES, INC.
A Delaware Corporation

By:  _____
John C. Spohn, 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:

December 27, 2023 12:19 PM

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

Gregg M. Amore
Secretary of State

