

Filing Fee: See Instructions

ID Number: 507893



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

ARTICLES OF MERGER OR CONSOLIDATION INTO

ETR Media Group, Inc.

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

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIVISION
2009 DEC 29 AM 9:47

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 ETR Media Group, Inc. (business corporation, Rhode Island) and Rhode Island Monthly Communications, 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 or new entity is ETR Media 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. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name: Rhode Island Monthly Communications, Inc.

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

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 Effective Date: January 1, 2010

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.

FILED

DEC 29 2009

Handwritten signature and date

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 Rhode Island Monthly Communications, Inc.

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) Unanimous shareholder approval obtained

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.

ETR Media Group, Inc.

Print Entity Name

By: [Signature] John J. Palumbo, President
Name of person signing Title of person signing
By: [Signature] John J. Palumbo, Secretary
Name of person signing Title of person signing

Rhode Island Monthly Communications, Inc.

Print Entity Name

By: [Signature] John J. Palumbo, President
Name of person signing Title of person signing
By: [Signature] John J. Palumbo, Secretary
Name of person signing Title of person signing

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (the "Merger Agreement") is dated as of the 28th day of December, 2009, by and between **ETR Media Group, Inc.**, a Rhode Island corporation (the "Company"), and **Rhode Island Monthly Communications, Inc.**, a Delaware corporation ("RIM" and, together with the Company, the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Company and RIM are corporations duly incorporated and validly existing under the laws of the State of Rhode Island and Delaware, respectively; and

WHEREAS, the authorized capital stock of the Company is 1,000 shares of common stock, \$1.00 par value, 100 shares of which are issued and outstanding ("Surviving Company Capital Stock"); and

WHEREAS, the authorized capital stock of RIM is 1,000 shares of common stock, \$1.00 par value, 100 shares of which are issued and outstanding and owned by the Company ("Foreign Company Capital Stock"); and

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Rhode Island Business Corporation Act ("RIBCA") and the Delaware General Corporation Law ("DGCL"), the Company and RIM desire to enter into a business combination transaction pursuant to which RIM will merge with and into the Company with the Company surviving, which merger is intended to constitute a tax free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors and sole stockholder of the Company have adopted and approved this Merger Agreement and the transactions contemplated herein in accordance with, Section 7-1.2-1006 of the RIBCA; and.

WHEREAS, the Board of Directors and the sole stockholder of RIM have approved this Merger Agreement and the transactions contemplated herein pursuant to Sections 251 and 252 of DGCL.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, each of the Constituent Corporations agrees as follows:

1. **The Merger.** In accordance with the relevant provisions of RIBCA and DGCL, at the Effective Time (as hereinafter defined), RIM shall be merged with and into the Company (the "Merger"). As a result of and following the Merger, the separate existence of RIM shall cease to exist and the Company shall continue as the surviving entity of the Merger (the "Surviving Company"), and all identity, rights, assets and liabilities of RIM shall be vested in the Surviving Company in accordance with Section 7-1.2-1006 of the RIBCA and Section 252 of

DGCL and the Surviving Company further agrees that it may be sued in the State of Delaware and hereby irrevocably appoints the Secretary of the State of Delaware as its agent for service of process in respect of such suits, for the liabilities set forth in Section 252 of the DGCL.

2. **The Effective Time.** The Merger shall become effective (the “Effective Time”) on January 1, 2010.

3. **Articles of Incorporation.** The Articles of Incorporation of the Company, as in effect as of the Effective Time, shall be the Articles of Incorporation of the Surviving Company until thereafter changed or amended as provided therein or by applicable law, except that as of the Effective Time, the name of the Surviving Company shall be changed to Rhode Island Monthly Communications, Inc.

4. **By-laws.** The By-laws of the Company, as in effect as of the Effective Time, shall be the By-laws of the Surviving Company until thereafter changed, amended or repealed as provided therein, the Articles of Incorporation of the Surviving Company or by applicable law.

5. **Purposes.** The purposes of the Surviving Company shall be as set forth in the Articles of Incorporation of the Company as in effect on the date hereof until such time as such purposes may be changed or amended as provided in the Articles of Incorporation of the Surviving Company and by applicable law.

6. **Directors and Officers of the Surviving Company.** From and after the Effective Time, the officers of the Surviving Company shall be the officers of RIM, and the directors of the Surviving Company shall be the directors of the Surviving Company, until their earlier death, resignation or removal or until their respective successors are duly appointed and qualified.

7. **Conversion and Cancellation of Shares.** Upon the Effective Time, by virtue of the Merger and without any further action on the part of either of the Constituent Corporations, each share of Foreign Company Common Stock issued and outstanding immediately prior to the Effective Time, shall be cancelled by virtue of the Merger and without the surrender of stock certificates or any other action by the holder of such shares.

8. **Additional Actions.** If, at any time on and after the Effective Time, the Surviving Company or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company title to and possession of any property or right of RIM acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Merger Agreement, RIM and its Board of Directors shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Merger Agreement.

9. **Effect of Merger.** The effect of the Merger hereunder shall be as described in Section 7-1.2-1006 of the RIBCA and Section 252 of DGCL, including, without limitation, the following:

(a) All of the estate, property, rights, privileges, powers, property (real, personal and mixed), licenses, permits, trademarks, copyrights, and franchises of, and all debts and liabilities owed to, RIM shall be transferred to and vested in the Surviving Company by operation of law and without further act or deed; and

(b) The rights of creditors of the Constituent Corporations shall not in any manner be impaired, but the Surviving Company shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of the Constituent Corporations in the same manner and to the same extent as if the Surviving Company had itself incurred such liabilities and obligations.

10. **Abandonment.** Notwithstanding anything to the contrary in this Merger Agreement, this Merger Agreement may be terminated and abandoned by the Board of Directors of either Constituent Corporation notwithstanding favorable action on the Merger by the stockholders of either of the Constituent Corporations at any time prior to the date of filing the Articles of Merger with the Secretary of State of Rhode Island and the Certificate of Merger with the Secretary of State of the State of Delaware.

11. **General.**

(a) **Governing Law.** This Merger Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Rhode Island, excluding the conflicts of law provisions of the State of Rhode Island.

(b) **Complete Agreement; Amendments.** This Merger Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof. No amendment, modification or termination of any provision of this Merger Agreement shall be valid unless in writing and signed by all of the parties hereto.

(c) **Waivers and Further Agreements.** Any waiver by any party of a breach of any provision of this Merger Agreement shall not operate or be construed as a waiver of any other breach of that provision or of any other provision hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other party may reasonably require in order to effectuate the terms and purposes of this Merger Agreement.

(d) **Third Parties.** Except as expressly provided herein, nothing in this Merger Agreement is intended to confer on any persons, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Merger Agreement.

(e) **Assignment.** This Merger Agreement shall not be assigned without the prior written consent of the parties hereto.

(f) Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall be one and the same document.

(g) Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Merger Agreement.

12. Tax Treatment. For federal income tax purposes the transaction shall be treated as a tax-free reorganization described in Section 368(a) (1) (A) of the Internal Revenue Code of 1986, as amended.

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

ETR Media Group, Inc., a Rhode Island corporation

By:

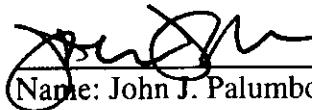


Name: John J. Palumbo

Title: President

Rhode Island Monthly Communications, Inc., a Delaware corporation

By:



Name: John J. Palumbo

Title: President



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, 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 black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State

