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ID Number:

419377



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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CORPORATIONS DIV
2008 JUN 26 PM 11:27

ARTICLES OF MERGER OR CONSOLIDATION INTO

Monster Entertainment, L.L.C.

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

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 ☒ 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:

Name of entity	Type of entity	State under which entity is organized
Monster Entertainment, L.L.C.	Limited Liability Company	Rhode Island
Monster Entertainment, L.L.C.	Limited Liability Company	Connecticut

- 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 Monster Entertainment, L.L.C.
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:

- 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:

- 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 upon filing.

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.

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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 _____

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) _____

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.

Monster Entertainment, L.L.C., a Rhode Island Limited Liability Company

Print Entity Name

By: Chris Vukobratovic Managing Member
Name of person signing Title of person signing

By: [Signature] Member
Name of person signing Title of person signing

Monster Entertainment, L.L.C., a Connecticut Limited Liability Company

Print Entity Name

By: Chris Vukobratovic Managing Member
Name of person signing Title of person signing

By: [Signature] Member
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

OF

MONSTER ENTERTAINMENT, L.L.C.
a Connecticut limited liability company

WITH AND INTO

MONSTER ENTERTAINMENT, L.L.C.
a Rhode Island limited liability company

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.
2008 JUN 26 11:11:28

THIS AGREEMENT AND PLAN OF MERGER, dated this 18th day of June 2008, by and between **Monster Entertainment, L.L.C.**, a Connecticut limited liability company having a principal place of business at 24 Maple Street, Danielson, Connecticut 06239 ("ME-CT"), and **Monster Entertainment, L.L.C.**, a Rhode Island limited liability company having a principal place of business at 763 Westminster Street, Providence, Rhode Island 02903 ("ME-RI")

WHEREAS, ME-RI is currently an affiliate of ME-CT; and

WHEREAS, it has been decided that it is in the best interests of to merge ME-CT with and into ME-RI, upon the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **The Merger**. At the Effective Time (as defined herein), ME-CT shall be merged with and into ME-RI (the "Merger") and ME-RI shall be the surviving entity in the Merger. ME-RI shall continue its limited liability company existence under the laws of the State of Rhode Island, including, without limitation, the Rhode Island Limited Liability Company Act (the "Act"). At the Effective Time (as defined herein), the separate existence of ME-CT shall cease, and ME-RI shall become the owner, without any other transfer, of all the rights and property of ME-CT, and shall become subject to all of the debts and liabilities of ME-CT in the same manner as if ME-RI had itself incurred them. ME-RI shall pay all expenses of this Merger.

2. **Effective Time**. As soon as practicable following the execution hereof, ME-RI and ME-CT shall file with the Rhode Island Secretary of State and the Connecticut Secretary of State, respectively, a certificate of merger executed in accordance with the relevant provisions of the Act. The merger shall become effective at the time such filing is completed (the "Effective Time").

3. **Effects of the Merger**. The Merger shall have the effects set forth in the Act. Without limiting the generality of the foregoing, at the Effective Time, ME-RI shall thereupon and thereafter possess all the rights, privileges, powers and franchises, including those of a public as well as of a private nature, of each of ME-CT and ME-RI, and be subject to all the

restrictions, disabilities and duties of each of ME-CT and ME-RI, and all of the rights, privileges, powers, and franchises of ME-CT and ME-RI, and all property, real, personal and mixed, and all debts due to any of ME-CT and ME-RI, on whatever account, as well as for stock subscriptions and all other choses in action or other assets belonging to each of ME-RI and ME-CT shall be vested in ME-RI; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectively the property of ME-RI as they were of each of ME-RI and ME-CT, and the title to any real estate, vested by deed or otherwise, under the laws of Rhode Island and Connecticut or elsewhere shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property as of the Effective Time shall be preserved unimpaired, and all debts, liabilities, and duties of each of ME-RI and ME-CT as of the Effective Time shall thenceforth attach to ME-RI, and may be enforced against ME-RI to the same extent as if said debts, liabilities, and duties had been incurred or contracted by ME-RI.

4. **Additional Actions.** If, at any time after the Effective Time, ME-RI shall believe or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect, or confirm, of record or otherwise, in ME-RI, title to and possession of any property or right of ME-RI and ME-CT 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 Agreement and Plan of Merger, ME-RI and ME-CT and their proper members shall be deemed to have granted to ME-RI an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, and assurances in law and to undertake all such acts necessary or desirable to vest, perfect or confirm, of record or otherwise, such property or rights in ME-RI and otherwise to carry out the purposes of this Agreement and Plan of Merger; and the members of ME-RI are fully authorized in the name of ME-RI and ME-CT or otherwise to take any and all such action.

5. **Articles of Organization.** The Articles of Organization of ME-RI ("Articles or Organization") as in effect immediately prior to the Effective Time, shall be the Articles of Organization of ME-RI until thereafter amended as provided by law.

6. **Other Actions.** From and after the Effective Time, the parties hereto shall take such other and further actions, in addition to the filings described in Sections 2 and 5, as may be required by law to make the merger effective.

7. **Governing Law.** The consummation and effectiveness of the Merger shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to the conflict of law principals thereof.

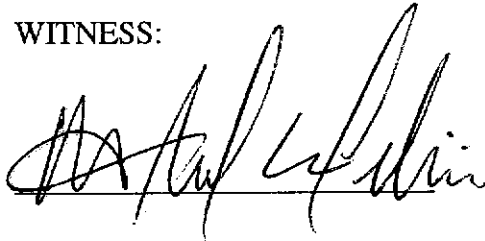
8. **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement and Plan of Merger.

9. **Copy of Agreement.** A copy of this Agreement and Plan of Merger will be furnished by ME-RI, upon request and without cost, to any Member of ME-RI or ME-CT.

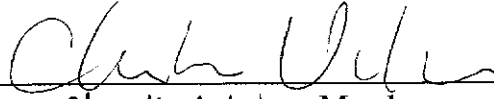
IN WITNESS WHEREOF, the parties hereto has executed this Agreement and Plan of Merger as of the date first above written.

WITNESS:

MONSTER ENTERTAINMENT, L.L.C., a Rhode Island
limited liability company

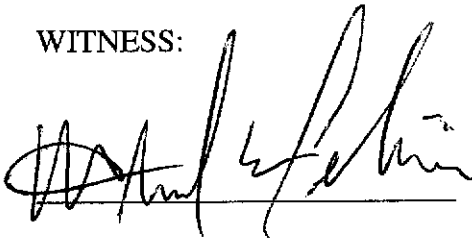


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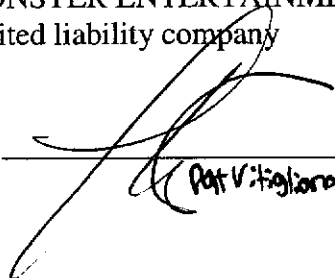

Christina Vitagliano Member

WITNESS:

MONSTER ENTERTAINMENT, L.L.C., a Connecticut
limited liability company



By:


Pat Vitagliano, Member



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. RALPH MOLLIS

Secretary of State

