RI SOS Filing Number: 201057864250 Date: 02/03/2010 11:10 AM

Filing Fee: ***See Instructions*** **ID Number:** 83911

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

2010 FEB -3 AM 11:07
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SECRETARY OF STATE
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO

Desert Island Films, Inc.

(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
Desert Island Films, Inc. 83911	Business Corporation	Rhode Island
Desert Island Films, Inc.	Business Corporation	Massachusetts

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 Desert Island Films, Inc.

which is to be governed by the laws of the state of Commonwealth 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. **(Attach Plan of Merger or Consolidation)**

e. If the surviving entity's name has been amended via the merger, please state the new name:

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CORPORATIONS DIV

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:
201 Bingham Road, Carlisle, MA 01741

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

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A <u>BUSINESS</u> <u>CORPORATION</u> 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.

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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.

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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.

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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.

Desert Island Films, Inc.
Print Entity Name

By: Marc Berlin — **Marc Berlin, President**
Name of person signing — Title of person signing

By: ______________________
Name of person signing — Title of person signing

Desert Island Films, Inc.
Print Entity Name

By: Marc Berlin — **Marc Berlin, President**
Name of person signing — Title of person signing

By: ______________________
Name of person signing — Title of person signing

AGREEMENT OF MERGER

THIS AGREEMENT ("Agreement") dated February 26, 2009 and effective February 26, 2009 is between Desert Island Films, Inc., a Massachusetts corporation (hereinafter "DIF, Inc.-MA"), whose principal office is located at 201 Bingham Road, Carlisle, Massachusetts 01741 and Desert Island Films, Inc., a Rhode Island corporation (hereinafter "DIF, Inc.-RI"), whose principal office is located at 201 Bingham Road, Carlisle, Massachusetts 01741.

WITNESSETH THAT:

WHEREAS, DIF, Inc.-RI has authorized capital stock of 1,000 shares of common stock, without par value, of which 100 are issued and outstanding as of the date hereof; and

WHEREAS, DIF, Inc.-MA has authorized capital stock of 1,000 shares of common stock, without par value, of which 100 are issued and outstanding as of the date hereof; and

WHEREAS, DIF, Inc.-MA is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and DIF, Inc.-RI is a corporation duly organized and existing under the laws of the State of Rhode Island and Providence Plantations;

WHEREAS, the Board of Directors of DIF, Inc.-MA and the Board of Directors of DIF, Inc.-RI, have each voted that they deem it desirable and for the general welfare of the said business entities and of the stockholders of each that the said business entities to merge under the provisions of M.G.L. c. 156D § 11.06 and the said Board of Directors of DIF, Inc.-MA has proposed this merger to its shareholders.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. <u>Merger.</u>

(a) The names of the entities proposing to merge are Desert Island Films, Inc. a Massachusetts Corporation and Desert Island Films, Inc., a Rhode Island Corporation. The surviving entity is the Massachusetts Corporation, (which is elsewhere in this agreement referred to as DIF, Inc.-MA.)

1. Except as specifically provided herein and by law, the corporate identity and existence of DIF, Inc.-MA with all its purposes, powers and privileges shall continue unaffected and unimpaired by the merger contemplated by this Agreement and the separate legal identity and existence of Desert Island Films, Inc., a Rhode Island Corporation, with all its purposes, powers and privileges shall cease and be merged with and into Desert Island Films, Inc. into DIF, Inc.-MA all as set forth in said M.G.L. c. 156D §11.06 and otherwise; and,

2. Desert Island Films, Inc., the Massachusetts Corporation, as the corporation surviving the merger contemplated by this Agreement, shall be fully vested with all such

purposes, powers and privileges and fully charged with all existing obligations of Desert Island Films, Inc., the Rhode Island Corporation, all as set forth in said statutes.

(b) The purposes of the surviving corporation, DIF, Inc.-MA, is, and shall be to engage in the business of video tape and DVD distribution and/or all other activities related thereto, and also for any other purpose for which a corporation may be organized under the Business Corporation Law of The Commonwealth of Massachusetts.

(c) Anything herein or elsewhere to the contrary notwithstanding, this Agreement, and the merger contemplated hereby, may be abandoned by vote of the Board of Directors of DIF, Inc.-RI at any time prior to its effective date. In the event of such abandonment, notice shall forthwith be given to DIF, Inc.-MA, and thereupon this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any party hereto, the officers, directors, stockholders, managers or members of either entity.

(d) The effective date of the merger shall be February 26, 2009 and the Articles of Merger shall be filed pursuant to M.G.L.A. c 156D, §11.06.

(e) At the effective date the surviving corporation, DIF, Inc.-MA, shall be authorized to issue 1,000 shares of common stock, without par value.

(f) The manner of converting the stock of each of the shareholders of DIF, Inc.-RI and as follows:

i. The stock of each of the Shareholders of DIF, Inc.-RI, shall be converted into one share of the common stock each, without par value, of DIF, Inc.-MA.

ii. All voting rights and powers, dividend rights, preferences, and other rights and qualifications of holders of stock so converted shall, after such conversion, be as provided for the stock held after such conversion, and no inconsistent rights and powers, dividend rights, preferences, and other rights and qualifications shall survive the conversion.

2. Terms And Conditions of The Merger.

The following are the terms and conditions of the merger:

a. Upon the merger becoming effective, all of the rights, immunities, privileges, powers and franchises of each of the entities, both of a public and private nature, all property, real personal and mixed, all debts due on account, as well for stock subscriptions as all other things in action or belonging to each of the entities shall vest in Desert Island Films, Inc., the Massachusetts Corporation, the surviving corporation, without further act or deed as effectually as they were vested in either DIF, Inc.-RI or DIF, Inc.-MA.

b. DIF, Inc.-MA, the surviving corporation, shall upon the merger and thenceforth, assume and be responsible for all debts, liabilities, obligations and duties of each constituent entity, and all said debts, liabilities, obligations and duties shall thenceforth attach to DIF, Inc.-MA, the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of each entity of their managers, stockholders, directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either entity or any liens upon the property of either of the entities be impaired by the merger and any action or proceeding pending against either entity may be prosecuted the same as if said merger had not taken place. If at any time after the effective date of the merger DIF, Inc.-MA, the surviving entity, shall deem that any further assignments or assurances in law or other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in DIF, Inc.-MA, the surviving corporation, the title to any property or rights acquired or to be acquired by reason or as a result of said merger then the appropriate directors or officers of DIF, Inc.-MA are hereby authorized to execute and acknowledge all such instruments of further assurance and do such other acts or things, either in the name of DIF, Inc.-MA or in the name of either entity as they may deem necessary to carry out the purposes of this Agreement.

c. Upon and as a result of the merger being effective, the assets, liabilities, reserves and accounts of the Rhode Island Corporation Desert Island Films, Inc. shall be taken up on the books of the Massachusetts Corporation Desert Island Films, Inc., the surviving entity, at the amounts at which they, respectively, shall then be carried on the books of said entity, subject to such adjustments or eliminations of intercompany items, as may be appropriate in giving effect to the merger.

d. All acts, plans, policies, approvals and authorizations of the Rhode Island Corporation, Desert Island Films, Inc., its shareholders and Directors, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Massachusetts Corporation, Desert Island Films, Inc., the surviving corporation, and shall be as effective and binding thereon as if the same were with respect to Desert Island Films, Inc., the Massachusetts Corporation. The employees and agents of Desert Island Films, Inc., the Rhode Island Corporation, shall become the employees and agents of Desert Island Films, Inc., the Massachusetts Corporation, the surviving corporation, and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Desert Island Films, Inc., the Rhode Island Corporation.

e. There shall be required for the adoption and approval of this Agreement by the stockholders of Desert Island Films, Inc., the Rhode Island Corporation and Desert Island Films, Inc. a Massachusetts Corporation, the affirmative vote of the holders of at least two-thirds of the common stock of Desert Island Films, Inc. the Massachusetts Corporation, issued and outstanding as at the record date, and the affirmative vote of the holders of at least two-thirds of the membership interest of Desert Island Films, Inc. the Rhode Island Corporation, issued and outstanding as at the record date.

f. Within ten (10) business days after the approval of the last of the constituent entity's stockholders and/or members to approve this Agreement pursuant to 2

(e) above, Articles of Merger shall be filed with the appropriate office of The Commonwealth of Massachusetts.

3. Closing.

A Closing ("Closing") shall take place at 10:00 a.m. on February 17, 2009, at the offices of Cossingham Law Office, P.C., 138 River Road, Suite 104A, Andover, Massachusetts, or at such other place, date and/or time as may be mutually agreed upon by the parties. If the Closing is not consummated on or prior to February 17, 2009, this Agreement shall be void and of no further force and effect.

At the Closing:

Articles of Merger shall have been filed in the appropriate office of The Commonwealth of Massachusetts pursuant to 2(f) above and evidence of such filing shall be presented at the Closing.

4. Expenses.

Whether or not the purchase contemplated by this Agreement is consummated, each party will pay its respective expenses incurred in connection with the origin, negotiation, execution and performance of this Agreement.

5. Entire Agreement, Waivers.

This Agreement (including exhibits and schedules) represents the entire agreement of the parties and supersedes all prior agreements, negotiations and understandings, oral or written, among the parties with respect to the subject matter hereof. No interpretation, change, waiver, termination or modification of any provision of this Agreement will be binding upon any party unless in writing and signed by all of the parties.

6. Governing Law.

This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts as if it were an agreement between Massachusetts residents, entered into and performed entirely within said commonwealth.

7. Successors and Assigns.

This Agreement shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns provided that this Agreement may not be assigned by any party without the consent of the other.

8. Captions.

Captions are supplied herein for convenience only and shall not be deemed to be part of this Agreement for any purpose.

9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

10 Severability.

If any general term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and such term or condition, except to such extent or application, shall not be affected thereby, and each and every term and condition shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed February 17, 2009 and effective as of February 26, 2009.

Desert Island Films, Inc.
the Massachusetts Corporation

by Marc Berlin
Marc Berlin, President & Treasurer

Desert Island Films, Inc.
the Rhode Island Corporation

by Marc Berlin
Marc Berlin, President & Treasurer

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Revenue
DIVISION OF TAXATION
One Capitol Hill
Providence, RI 02908-5800

January 7, 2010

TO WHOM IT MAY CONCERN:

Re: DESERT ISLAND FILMS INC

It appears from our records that the above named corporation has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of

MERGER CORPORATION IS NON-SURVIVOR

Very truly yours,

David M. Sullivan
Tax Administrator

Charles J. Larocque
Chief Revenue Agent
Corporations

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:
February 03, 2010 11:10 AM

A. RALPH MOLLIS

Secretary of State