

Filing Fee: See Instructions

ID Number: 1335123



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

2015 MAY 20 PM 12:56
SECRETARY OF STATE
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO

Adlife Marketing, 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 [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 Adlife Marketing, Inc. (Corporation, RI) and Adlife Marketing & Communications Company, Inc. (Corporation, 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 or new entity is Adlife Marketing, 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: Adlife Marketing & Communications Company, 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:

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 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.

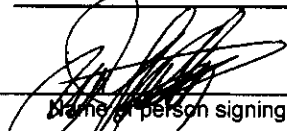
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**SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED**

- 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**

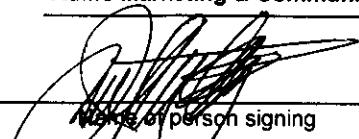
Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Adlife Marketing, Inc.  
\_\_\_\_\_ Print Entity Name

By:  \_\_\_\_\_  
Name of person signing President Title of person signing

By: \_\_\_\_\_  
Name of person signing Title of person signing

Adlife Marketing & Communications Company, Inc.  
\_\_\_\_\_ Print Entity Name

By:  \_\_\_\_\_  
Name of person signing President Title of person signing

By: \_\_\_\_\_  
Name of person signing Title of person signing

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated May 19, 2015, is between ADLIFE MARKETING, INC., a Rhode Island corporation (the "Surviving Corporation") and ADLIFE MARKETING & COMMUNICATIONS COMPANY, INC., a Massachusetts corporation (the "Merged Corporation")(the Merged Corporation and Surviving Corporation are sometimes hereinafter referred to collectively as the "Constituent Corporations").

WHEREAS, the Surviving Corporation is a Rhode Island corporation, its Articles of Incorporation having been filed in the office of the Secretary of State of Rhode Island on May 12, 2015.

WHEREAS, the Surviving Corporation has authorized capital stock consisting of 15,000 shares of no par value common stock; and

WHEREAS, the Merged Corporation is a Massachusetts corporation, its Articles of Organization having been filed in the office of the Secretary of the Commonwealth of Massachusetts on April 21, 1988; and

WHEREAS, the Merged Corporation has authorized capital stock of 15,000 shares of no par value common stock; and

WHEREAS, the Board of Directors and all of the shareholders of each of the Constituent Corporations deem it advisable that the Constituent Corporations merge and have duly approved and authorized this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Rhode Island and the Commonwealth of Massachusetts permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of their respective states;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporation shall be, and it hereby is, merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

Section 1. Name of Surviving Corporation. The corporate existence of the Surviving Corporation shall continue under the name of Adlife Marketing & Communications Company, Inc.

Section 2. Purposes of Surviving Corporation. The purposes of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement and

Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

Section 3. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall be amended by reason of this Agreement and Plan of Merger to change its name to Adlife Marketing & Communications Company, Inc.

Section 4. Bylaws of Surviving Corporation. The Bylaws of the Surviving Corporation, as they shall exist on the effective date of the merger, shall be and remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

Section 5. Directors and Officers. Persons who are directors and officers of the Surviving Corporation on the effective date of the merger shall be and remain and continue to be officers of the Surviving Corporation until their respective successors are duly named and qualified.

Section 6. Effective Date of Merger.

(a) For all purposes under the laws of the Commonwealth of Massachusetts, this Agreement and Plan of Merger and the merger herein provided for shall become effective as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the Commonwealth of Massachusetts and (ii) a Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and filed in the office of the Secretary of the Commonwealth of Massachusetts.

(b) For purposes of the laws of the State of Rhode Island, this Agreement and Plan of Merger and the merger herein provided for shall become effective, and the separate existence of the Merged Corporation shall cease except insofar as it may be continued by statute or operation of law, as soon as (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Rhode Island and (ii) Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and filed in the office of the Secretary of State of Rhode Island.

(c) Notwithstanding the foregoing provisions of this Section 6, the merger provided for herein shall be deemed effective for accounting purposes as of the close of business on May 31, 2015.

Section 7. Manner and Basis of Converting Shares. Immediately upon the effective date and effective time of the merger, (i) all of the outstanding shares of the capital stock of the Merged Corporation shall be exchanged for one share of the capital stock

of the Surviving Corporation (the "Merger Share") and, thereupon, the shares of stock of the Merged Corporation shall cease to exist and shall be deemed cancelled, retired and eliminated. Except as set forth above, no cash or shares or other securities or obligations will be distributed, or issued upon conversion or cancellation of the shares of the Merged Corporation.

Section 8. Effect of Merger. Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other choses in action belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

(d) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, subject to the terms hereof, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

Section 9. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 8 hereof and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and

recording of this Agreement and Plan of Merger, any number of counterparts shall be deemed to be an original instrument.

Section 10. Abandonment of Merger. This Agreement and Plan of Merger shall be submitted to the shareholders of each of the Merged Corporation and the Surviving Corporation as provided by the applicable laws of the Commonwealth of Massachusetts and the State of Rhode Island, respectively, and upon the approval and adoption thereof, in the manner provided by such laws, by the holders of the outstanding shares of capital stock of each of the Merged Corporation and the Surviving Corporation, shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval by the shareholders or either of the Constituent Corporations:

(a) By mutual consent of the Boards of Directors of the Constituent Corporations; or

(b) By the Board of Directors of either one of the Constituent Corporations in the event of failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

(c) By the Board of Directors of either one of the Constituent Corporations if any material litigation or claims shall be pending or threatened against or substantially affecting any of the Constituent Corporations or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

Section 11. Service of Process. Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the Commonwealth of Massachusetts in any proceeding for enforcement of any obligation of the Merged Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merged Corporation against the Surviving Corporation. The Surviving Corporation shall irrevocably appoint the Secretary of the Commonwealth of the Commonwealth of Massachusetts as its agent upon whom may be served any notice, process or pleading in any such action or proceeding; provided, however, that such appointment shall not be effective until the merger herein contemplated becomes effective. The address to which a copy of such process shall be mailed by the Secretary of the Commonwealth of Massachusetts is 38 Church Street, Pawtucket, Rhode Island 02860 until the Surviving Corporation shall designate in writing to the Secretary of the Commonwealth a different address for such purpose.

Section 12. Dissenting Shareholders. The Surviving Corporation shall promptly pay to the dissenting shareholders of the Merged Corporation the amount, if any, to which they

shall be entitled under the provisions of the Massachusetts Business Corporation Act with respect to the rights of dissenting shareholders.

Section 13. Tax Purposes. For federal tax purposes, the merger effected hereby is a corporate reorganization under Sections 368(a)(1)(A) and 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first written above.

**SURVIVING CORPORATION:**

ADLIFE MARKETING, INC.

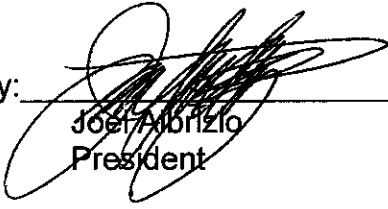
By: \_\_\_\_\_

  
Joe Albrizio  
President

**MERGED CORPORATION:**

ADLIFE MARKETING &  
COMMUNICATIONS COMPANY, INC.

By: \_\_\_\_\_

  
Joe Albrizio  
President