

Filing Fee: See Instructions

ID Number: 1666002



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

ARTICLES OF MERGER OR CONSOLIDATION INTO

Block Island Productions, LLC

(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
Block Island Productions, LLC	Limited Liability Company	MS
Block Island Productions, LLC	Limited Liability Company	RI

- 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 Block Island Productions, LLC
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

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.

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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.

Block Island Productions, LLC

Print Entity Name

By: [Signature] Jonathan Adler Schur Authorized Person

Name of person signing

Title of person signing

By: [Signature] RENEATH SCHUR AUTHORIZED PERSON

Name of person signing

Title of person signing

Block Island Productions, LLC

Print Entity Name

By: [Signature] RENEATH SCHUR Authorized Person

Name of person signing

Title of person signing

By: _____
Name of person signing Title of person signing

MERGER AGREEMENT
of
BLOCK ISLAND PRODUCTIONS, LLC
(a Mississippi limited liability company)

with and into

BLOCK ISLAND PRODUCTIONS, LLC
(a Rhode Island limited liability company)

Pursuant to § 7-16-59 of the Rhode Island General Law

This Merger Agreement (this "Agreement") is dated August 22, 2016, and is between Block Island Productions, LLC, a Mississippi limited liability company ("OldCo"), and Block Island Productions, LLC, a Rhode Island limited liability company ("NewCo").

WHEREAS, OldCo and NewCo deem it advisable and generally to the advantage and welfare of both parties that OldCo merge with and into NewCo (the "Merger") under and pursuant to the provisions of the Rhode Island General Laws, as amended (the "RIGL") with the surviving entity to be Surviving Company (as defined below);

NOW, THEREFORE, in consideration of the foregoing and the respective terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1
PRINCIPAL TERMS OF THE MERGER

1.1 The Merger. At the Effective Date (as defined in Section 1.2), OldCo will merge with and into NewCo (the "Merger") in accordance with the provisions of the RIGL. The separate existence of OldCo will thereupon cease and NewCo will be the surviving limited liability company (in that capacity, the "Surviving Company") and will continue its existence as a limited liability company under the RIGL.

1.2 Effective Date. The Merger will become effective upon the date a certificate of merger is filed with the Secretary of State of the State of Rhode Island pursuant to the RIGL (that date, the "Effective Date").

1.3 Effects of the Merger. On the Effective Date, the members of NewCo shall be the members of the Surviving Company. At and after the Effective Date, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts or whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges and powers and every other interest of either of the parties hereto shall be as effectively the property of the Surviving Company as they were of the respective parties hereto; all contracts and agreements, whether

written or oral, made by the respective parties hereto; the title to any real estate vested by deed or otherwise in OldCo shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Surviving Company shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

1.4 Limited Liability Company Agreement. The Limited Liability Company Agreement of OldCo as of the date hereof shall be the Limited Liability Company Agreement of the Surviving Company following the Effective Date as amended by the Amendment thereto attached as Exhibit A, unless and until the same shall be further amended or repealed in accordance with the provisions thereof, which power to amend or repeat is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Limited Liability Company Agreement or herein upon any member, manager or officer of the Surviving Company or upon any other persons whomsoever are subject to the reserve power. Such Limited Liability Company Agreement shall constitute the Limited Liability Company Agreement of the Surviving Company separate and apart from this Merger Agreement and may be separately certified as the Limited Liability Company Agreement of the Surviving Company.

1.5 Name of Surviving Company. On the Effective Date, the name of the Surviving Company shall remain "Block Island Productions, LLC".

1.6 Management and Officers. On the Effective Date, the management and officers of NewCo shall retain their positions as the managers and officers, respectively, of the Surviving Company.

ARTICLE 2 CANCELLATION OF MEMBERSHIP INTERESTS

2.1 Oldco Interests. Immediately prior to the Effective Date, all the issued and outstanding membership interests in OldCo (the "OldCo Interests") are owned beneficially and of record by Schur Productions, Inc. and Adler Films, Inc.

2.2 NewCo Interests. Immediately prior to the Effective Date, all the issued and outstanding membership interests in NewCo (the "NewCo Interests") are owned beneficially and of record by Schur Productions, Inc. and Adler Films, Inc.

2.3 Cancellation of OldCo Interests. On the Effective Date, by virtue of the Merger and without any action on the part of OldCo or NewCo, each OldCo Interest issued and outstanding immediately prior to the Effective Date will be cancelled and the only beneficial interests issued and outstanding of the Surviving Company shall be the NewCo Interests, which shall be owned by Schur Productions, Inc. and Adler Films, Inc.

ARTICLE 3
MISCELLANEOUS

3.1 Entire Agreement; Assignment. This Agreement (a) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties or any of them with respect to the subject matter hereof and (b) shall not be assigned by operation of law or otherwise.

3.2 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

3.3 Counterparts. This agreement may be executed in any number of counterparts, all of which shall be considered to be an original instrument.

3.4 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.

3.5 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

3.6 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

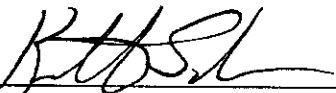
3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

3.8 Further Assurance of Title. If at any time the Surviving Company shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title, or interest of OldCo held immediately prior to the Effective Date, OldCo and its proper members or managers shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company as shall be necessary to carry out the purposes of this Merger Agreement, and the Surviving Company and the proper members or managers thereof are fully authorized to take any and all such action in the name of OldCo or otherwise.

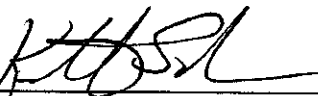
[Signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by the members thereunto duly authorized, all as of the day and year first written above.

BLOCK ISLAND PRODUCTIONS, LLC,
a Mississippi limited liability company
("OldCo")

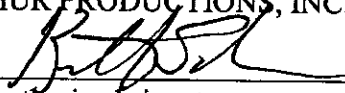
By: 
An authorized signatory

BLOCK ISLAND PRODUCTIONS, LLC,
a Rhode Island limited liability company
("NewCo")

By: 
An authorized signatory

CONSENTED TO:

SCHUR PRODUCTIONS, INC.

By: 
An authorized signatory

In its capacity as a member of OldCo and as a
member of NewCo

ADLER FILMS, INC.

By: 
An authorized signatory

In its capacity as a member of OldCo and as a
member of NewCo

EXHIBIT A

AMENDMENT TO OPERATING AGREEMENT OF
BLOCK ISLAND PRODUCTIONS, LLC

Reference is hereby made to that certain amended and restated limited liability company operating agreement dated as of August 2, 2016 (the "Operating Agreement") for Block Island Productions, LLC (the "Company"). For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree that the Operating Agreement shall be amended as set forth below. Any capitalized term used and not otherwise defined herein shall have the meaning given to such term in the Operating Agreement.

1. Any reference in the Operating Agreement to the laws of the State of Mississippi shall be deemed deleted and replaced with the laws of the State of Rhode Island.
2. The definition of the "Act" in Paragraph 1.1(a) shall be deemed deleted and replaced with the Rhode Island Limited Liability Company Act (or any corresponding provision or provisions or any succeeding law).
3. The definition of "Articles of Organization" in Paragraph 1.1(c) shall be deemed deleted and replaced with the Articles of Organization filed with the Office of the Secretary of State of Rhode Island.
4. Notwithstanding anything to the contrary contained in Paragraph 2.2, the Company was organized by executing and delivering Articles of Organization to the Office of the Secretary of State of Rhode Island on August 19, 2016 in accordance with and pursuant to the Act.
5. Except as otherwise set forth herein, the Operating Agreement shall remain in full force and effect.

This Amendment may be executed and delivered in multiple counterparts, including via electronic means (e.g., e-mail or facsimile), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

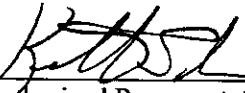
IN WITNESS WHEREOF, the parties hereto have hereunto executed this Amendment as of August 23, 2016.

CLASS A MANAGING MEMBERS:

ADLER FILMS, INC.

By: 
Authorized Representative

SCHUR PRODUCTIONS, INC.

By: 
Authorized Representative