Filing Fee: *See Instructions*

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RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV

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

Launch Manufacturing 1, 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
Launch Manufacturing Inc. 1324890	business corporation	Rhode Island
Launch Manufacturing 1, LLC	limited liability company	Rhode Island

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 **Launch Manufacturing 1, 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 **August 17, 2018**

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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BY CM 336968

Form No. 610
Revised: 06/05

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.

• •

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.

Launch Manufacturing Inc.
Print Entity Name

By: ______________________________ **Shareholder**
Name of person signing — Title of person signing

By: ______________________________ **Shareholder**
Name of person signing — Title of person signing

Launch Manufacturing 1, LLC
Print Entity Name

By: ______________________________ **Member**
Name of person signing — Title of person signing

By: ______________________________ **Member**
Name of person signing — Title of person signing

AGREEMENT AND PLAN OF MERGER
for
LAUNCH MANUFACTURING INC., a Rhode Island Corporation
and
LAUNCH MANUFACTURING 1, LLC, a Rhode Island Limited Liability Company

This Agreement and Plan of Merger (the "**Plan**") dated as of August 17, 2018 sets forth the plan for the merger of Launch Manufacturing Inc., a Rhode Island corporation ("**Launch, Inc.**") with and into Launch Manufacturing 1, LLC, a Rhode Island Limited Liability Company ("**Launch 1, LLC**") (Launch, Inc. and Launch 1, LLC collectively referred to as the "**Companies**").

RECITALS

WHEREAS, Launch, Inc. is a corporation duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, Launch 1, LLC is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, Rhode Island General Laws confer upon Launch, Inc. and Launch 1, LLC the power to merge; and

WHEREAS pursuant to this Plan, Launch, Inc. will merge with and into Launch 1, LLC ("**Merger**") and Launch 1, LLC will be the surviving entity (the "**Surviving Entity**") and, at the Closing Date (hereinafter defined), the Merger shall have the effect set forth in the Section 7-16-63 of Rhode Island General Law; and

WHEREAS, the Board of Directors and shareholders of Launch, Inc., and the members of Launch 1, LLC have adopted and approved this Plan because they deem it advisable for the general welfare and advantage of the Companies, the shareholders of Launch, Inc. and members of Launch 1, LLC that Launch, Inc. merge itself into Launch 1, LLC pursuant to the Rhode Island General Law; and

WHEREAS, the total number of shares of common stock which Launch, Inc. has authority to issue and is otherwise currently outstanding is one hundred (100) shares with no par value per share (the "**Stock**"); and

WHEREAS, Launch 1, LLC has issued 100% of its limited liability membership interests (the "**Interests**").

NOW THEREFORE, in consideration of the promises and of the mutual covenants, agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I – MERGER

1.1 Merger. Subject to the conditions hereinafter set forth, Launch, Inc. shall be merged into Launch 1, LLC on the Closing Date, Launch 1, LLC's existence as an entity shall be continued under the same name and thereafter the individual existence of Launch, Inc. shall cease.

1.2 Filing and Notice. The Surviving Entity shall deliver to the Secretary of State of Rhode Island Articles of Merger in duplicate and otherwise in accordance with the Rhode Island General Law. The Surviving Entity shall deliver to the Secretary of State of Rhode Island a copy of the Articles of Merger in accordance with the Rhode Island General Law.

ARTICLE II – NAME AND CONTINUED EXISTENCE OF LAUNCH 1, LLC

The entity name of Launch 1, LLC prior to the Closing Date shall continue as the entity name of Launch 1, LLC subsequent to the Closing Date. The Articles of Organization and the Operating Agreement of Launch 1, LLC ("**Organizational Documents**") as in effect on the Closing Date shall remain in effect and no changes to the Organizational Documents are desired or otherwise shall be affected by this Merger. The identity, existence, purposes, powers, objects, franchises, rights and immunities of Launch, Inc. shall be continued in and merged into Launch 1, LLC and Launch 1, LLC shall be fully vested therewith. Accordingly, at the Closing Date, the separate existence of Launch, Inc., except insofar as continued by statute, shall cease.

ARTICLE III – DIRECTORS AND OFFICERS

The directors of Launch, Inc. and any duties thereunder shall be terminated as of the Closing Date. Any officers of Launch, Inc. and Launch 1, LLC shall continue in office after the Closing Date as officers of the Surviving Entity and shall serve in such capacities until their successors are duly elected and qualified in accordance with law and the Organizational Documents.

ARTICLE IV – LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS OF LAUNCH 1, LLC

The authorized Interests of Launch 1, LLC, from and after the Closing Date, shall be the authorized Interests of the Surviving Entity.

ARTICLE V – THE SHARES OF LAUNCH, INC.

Upon completion of the Merger on the Closing Date:

a. Each share of the Stock shall be subsequently cancelled; and
b. The Interests issued and outstanding immediately prior to the Closing Date shall continue unchanged and shall continue to evidence the same

number of limited liability company ownership interests in Launch 1 LLC; and

ARTICLE VI – CLOSING DATE OF THE MERGER

The Closing Date (the "**Closing Date**") of the Merger pursuant to this Plan shall be effective on August 17, 2018. On or before the Closing Date the Articles of Merger shall be filed in the Office of the Secretary of State of Rhode Island. Prior to the Closing Date, the parties shall satisfy all the requirements of the applicable laws of Rhode Island prerequisite to such merger filings.

ARTICLE VII – MISCELLANEOUS PROVISIONS

9.1 Binding Plans. This Plan shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Plan expressed or implied has been intended to confer upon any person other than the parties hereto, successors and their respective assigns any rights or remedies under or by reason of this Plan.

9.2 Entire Plan. This instrument contains the entire Plan with respect to the transactions contemplated herein, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

9.3 Governing Law. This Plan shall be construed, interpreted and enforced in accordance with the laws of the State of Rhode Island.

9.4 Failure to Exercise Rights. Other than applicable statutes of limitation, no failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, has constituted a waiver of either party's right to demand exact compliance with the terms hereof.

9.5 Invalidity of Portion. Should any portion of this Plan for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Plan had been executed with the invalid portions thereof eliminated. The intention of the parties hereto is that the terms of this Plan are severable and that they would have executed the remaining portion of this Plan without including any such part, parts or portion which may for any reason be hereafter declared invalid.

9.6 Time of the Essence. Time is of the essence of this Plan.

9.7 Headings. The headings of the sections of this Plan are inserted for convenience only and shall not be deemed to constitute a part hereof, and shall not be binding in any construction of the provisions of the Plan. The masculine pronoun, wherever used, shall include the feminine. Words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

9.8 Waiver. The terms, covenants, representations, warranties and conditions hereof may only be waived by a written instrument executed by the party waiving compliance. Waiver by any party hereto of any breach by another party to this Plan or any duties imposed upon them by law shall not be construed as a waiver of rights to any subsequent or continuing breach of such party's duties, obligations or agreements herein contained or imposed by law, or for any other purpose.

9.9 Counterparts. This Plan may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile and other electronically transmitted or electronic signatures upon this Plan shall be deemed equivalent to original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to execute this Agreement and Plan of Merger for Launch Manufacturing Inc. and Launch Manufacturing 1, LLC as of the day and year first written above.

Launch Manufacturing Inc.
a Rhode Island corporation

By: ______________________
Name: Robert Arnold
Title: Shareholder

By: ______________________
Name: Tajuan Law
Title: Shareholder

By: ______________________
Name: Robert Arnold
Title: Director

By: ______________________
Name: Tajuan Law
Title: Director

Launch Manufacturing 1, LLC,
a Rhode Island limited liability company

By: ______________________
Name: Robert Arnold
Title: Member

By: ______________________
Name: Tajuan Law
Title: Member

By: ______________________
Name: Robert Arnold
Title: Manager

By: ______________________
Name: Tajuan Law
Title: Manager

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized officers to execute this Agreement and Plan of Merger for Launch Manufacturing Inc. and Launch Manufacturing 1, LLC as of the day and year first written above.

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By: ________________________
Name: Robert Arnold
Title: Shareholder

By: ________________________
Name: Tajuan Law
Title: Shareholder

By: ________________________
Name: Robert Arnold
Title: Director

By: ________________________
Name: Tajuan Law
Title: Director

Launch Manufacturing 1, LLC,
a Rhode Island limited liability company

By: ________________________
Name: Robert Arnold
Title: Member

By: ________________________
Name: Tajuan Law
Title: Member

By: ________________________
Name: Robert Arnold
Title: Manager

By: ________________________
Name: Tajuan Law
Title: Manager