

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

ARTICLES OF MERGER OR CONSOLIDATION INTO
(To Be Filed In Duplicate Original)

Big Orange Productions, 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 Rhode Island General Laws, 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 states under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
<u>Big Orange Productions, Inc.</u>	<u>Corporation</u>	<u>MA</u>
<u>Big Orange Productions, Inc.</u>	<u>Corporation</u>	<u>RI</u>

- 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 Big Orange Productions, 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:
Not Applicable.
- f. If the surviving or new entity is to be governed by the laws of a state other than 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 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; it irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
93 Dana Street, Providence, RI 02906

- g. The future effective date (which shall be a date or time certain no more than thirty (30) days after the filing of the Articles of Merger or, in the case of a subsidiary merger, on or after the 30th day after the mailing of a copy of the agreement of merger to the shareholders of the subsidiary corporation) of the merger or consolidation is (if upon filing, so state) 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 1.1 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares outstanding entitled to vote on the Plan of Merger or Consolidation, respectively, and, if the shares

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of any class are entitled to vote on the plan as a class, state below the designation and number of outstanding shares of each class:

Name of Business Corporation	Total Number of Shares Outstanding	Entitled to Vote as a Class	
		Designation of Class	Number of Shares
Big Orange Productions, Inc. (MA)	1,000	Common	1,000
Big Orange Productions, Inc. (RI)	1,000	Common	1,000

- b. If one or more of the merging or consolidating entities is a business corporation (except one whose shareholders are not required to approve the agreement under Section 7-1.1-67, or does not require shareholder approval pursuant to the laws of the state under which the corporation is organized, in which event that fact shall be set forth), state below as to each business corporation, the total number of shares voted for and against such plan, respectively, and as to each class entitled to vote thereon as a class, state the number of shares of each class voted for and against the plan, respectively.

Name of Business Corporation	Total Voted For	Total Voted Against	Entitled to Vote as a Class		
			Class	Voted For	Voted Against
Big Orange Productions, Inc. -MA	1,000		Common	1,000	
Big Orange Productions, Inc. -RI	1,000		Common	1,000	

- c. If the surviving or new entity is to be governed by the laws of a state other than Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic entity the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.1 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

- d. Complete the following subparagraphs i,ii, and iii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is _____

- ii) State below the number of outstanding shares of each class of the subsidiary corporation and the number of the shares of each class of the subsidiary corporation owned by the surviving corporation.

Number of Shares Outstanding of the Subsidiary Corporation	Designation of Class	Number of Shares of Subsidiary Corporation Owned by Surviving Corporation	Designation of Class

iii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation on _____

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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

Big Orange Productions, Inc. (MA)

Print Entity Name

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

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

STATE OF Massachusetts
COUNTY OF Middlesex

In Newton MA, on this 4th day of May, 2004, before me personally appeared David M. Belenoid who, being duly sworn, declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

[Signature]
Notary Public
My Commission Expires: 4/8/2008

Big Orange Productions, Inc. (RI)

Print Entity Name

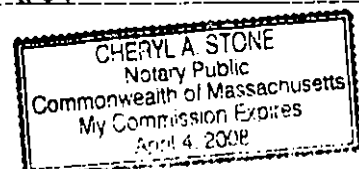
By: [Signature] Name of person signing Title of person signing

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

STATE OF Massachusetts
COUNTY OF Middlesex

In Newton MA, on this 4th day of May, 2004 before me personally appeared David M. Belenoid who, being duly sworn, declared that he/she is the President of the above-named entity and that he/she signed the foregoing document as such authorized agent, and that the statements herein contained are true.

[Signature]
Notary Public
My Commission Expires: 4/8/2008



[Signature]

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement made and entered into as of the ____ day of April, 2004 by and between **BIG ORANGE PRODUCTIONS, INC.** a Massachusetts corporation (hereinafter referred to as "**BIG ORANGE1**"), and **BIG ORANGE PRODUCTIONS, INC.**, a Rhode Island Corporation (hereinafter referred to as "**BIG ORANGE2**" or "**SURVIVING CORPORATION**") contains the terms and conditions under which a merger of the above companies shall be effected.

RECITALS

WHEREAS, BIG ORANGE2 has been formed to provide promotions and distributions of goods and services to wholesalers and retailers; and

WHEREAS, BIG ORANGE1 has been engaged in the business of providing promotions and distributions of goods and services to wholesalers and retailers since 2000; and

WHEREAS, the parties believe that a merger with **BIG ORANGE1** would provide additional contacts and profitably for their respective shareholders,

NOW THEREFORE in consideration of these presents the parties agree as follows:

1. **Agreement to Merge.** **BIG ORANGE1** and **BIG ORANGE2** hereby mutually agree to and do hereby effect the merger of **BIG ORANGE1** into **BIG ORANGE2** on the terms and conditions hereinafter set forth. **BIG ORANGE2** shall be the Surviving Corporation after the merger and shall continue under its current name. The Surviving Corporation shall continue to have all of its current purposes and powers, and its current Articles of Organization and By-Laws shall remain unchanged except as specified herein.

2. **States of Incorporation and Warranties.** Both **BIG ORANGE1** and **BIG ORANGE2** were duly incorporated under the laws of Massachusetts and Rhode Island respectively and are corporations in good standing as of the date of this Agreement. Both **BIG ORANGE1** and **BIG ORANGE2** hereby respectively warrant and covenant that no law, nor any provision in their respective Articles of Organization, By-Laws, Shareholder Agreement nor any other contract or

instrument prevents or restricts them respectively from entering into or consummating this merger transaction according to its terms and intent.

3. Amendment of Articles of Organization. The Articles of Organization of the **SURVIVING CORPORATION** shall not be amended and remain unchanged.

4. Capital Stock.

(a) **BIG ORANGE1** currently has authority to issue two hundred thousand (200,000) shares of Common Stock, all of which are of a single class and have no par value. One thousand (1,000) shares are issued and outstanding. There are no preferences or special voting powers related thereto.

(b) **BIG ORANGE2** has authority to issue eight thousand (8,000) shares of Common Stock, all of which are of the same class and have no par value. One thousand (1,000) shares are issued and outstanding. There are no preferences or special voting powers related thereto.

5. Conversion of Securities on Merger. The stock of **BIG ORANGE1** shall be converted in the following manner:

- (a) Each share of Common Stock of **BIG ORANGE1** outstanding on the effective date of the Merger shall be converted and exchanged to a Share of **BIG ORANGE2** Stock.
- (b) On the effective date of the Merger, all treasury shares owned by **BIG ORANGE1** (if any) shall be cancelled.
- (c) No other consideration is to be paid, transferred or issued by the **SURVIVING CORPORATION** for shares of **BIG ORANGE1** Capital Stock.
- (d) No class of stock of the **SURVIVING CORPORATION** other than the Common Stock currently outstanding, shall be authorized by this Agreement.

6. **Directors.** David M. Bellenoit shall be the Director of the **SURVIVING CORPORATION** and shall hold office until successors are chosen and have qualified according to the By-Laws of the **SURVIVING CORPORATION**.

7. **Effect of the Merger.**

(a) On the effective date of the Merger, all of the property, rights, privileges, and franchises, of whatsoever nature and description, of **BIG ORANGE1**, including subscriptions for shares and other property of every kind belonging to it, shall be transferred to, vested in, and shall devolve upon **BIG ORANGE2** without further act or deed; and all property, rights, privileges, and franchises, and every other interest shall be as effectually the property of the **SURVIVING CORPORATION** as they formerly were the property of **BIG ORANGE1**, and the title to any real estate currently vested in **BIG ORANGE1** shall not be deemed to revert or to be in any way impaired by reason of the Merger, but shall be vested totally in the **SURVIVING CORPORATION**.

(b) The **SURVIVING CORPORATION** shall upon the Merger and thenceforth assume and be responsible for and assume all debts, liabilities, assets, obligations and duties of **BIG ORANGE1** and its shareholders, directors or officers, and all said debts, liabilities, obligations and duties shall thenceforth attach to the **SURVIVING CORPORATION** and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties have been incurred or contracted by it, and its shareholders, directors or officers. The rights of creditors thereof or of any person dealing with either corporation, or any liens upon the property of either of the corporations, shall not be impaired by the merger, and any action or proceeding pending by or against either of the corporations may be prosecuted to judgment the same as if the Merger had not taken place, which judgment shall bind the **SURVIVING CORPORATION**, or the **SURVIVING CORPORATION** may be proceeded against or substituted in its place. If at any time after the effective date of the Merger the **SURVIVING CORPORATION** shall consider or be advised that any further assignment or assurance in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in the **SURVIVING CORPORATION**, the title to any property or rights of **BIG ORANGE1** acquired or to be acquired by reason of, or as a result of, the

Merger, **BIG ORANGE1**'s proper officers and directors will execute and deliver all such deeds, assignments and assurances in law and do all thing necessary or proper to vest, perfect or confirm title to such property or rights in the **SURVIVING CORPORATION** and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of **BIG ORANGE1** and the proper officers and directors of the **SURVIVING CORPORATION** are fully authorized to take any and all such action.

8. **Principal Office.** The principal office of the **SURVIVING CORPORATION** is located at 93 Dana Street, Providence, RI 02906.

9. **Effective Date.** The Effective Date of the Merger shall be April __, 2004, and the Articles of Merger shall be filed with the Secretary of State of the State of Massachusetts on or before that date.

10. **Authorization.** This Agreement of Merger was duly and unanimously authorized and approved by the respective shareholders of both **BIG ORANGE2** and **BIG ORANGE1** in accordance with the laws of Massachusetts and Rhode Island.


11. **Expenses.** The **SURVIVING CORPORATION** shall pay all expenses of effecting the merger.

12. **Abandonment of Merger.** The Merger may be abandoned by a two-thirds vote of the Shareholders of either of the corporations that are a party to this Agreement at any time prior to the Effective Date of the merger, but not later than thirty (30) days after the date of the later of the two meetings of shareholders at which this Agreement shall have been approved.

13. **Counterparts.** Any number of counterparts of these Articles may be executed and each such counterpart shall be deemed an original.

IN WITNESS WHEREOF, BIG ORANGE2 and BIG ORANGE1 pursuant to authority duly given by their respective shareholders, have by their respective Presidents executed these presents as of the date first above written.

**BIG ORANGE PRODUCTIONS, INC.
(BIG ORANGE1)**



David M. Bellenoit, its President duly authorized

**BIG ORANGE PRODUCTIONS, INC.
(BIG ORANGE2)**



David M. Bellenoit, its President duly authorized

VOTE OF STOCKHOLDERS APPROVING MERGER

VOTED: That the Agreement of Merger between BIG ORANGE PRODUCTIONS, INC., a Massachusetts corporation (**BIG ORANGE1**) and BIG ORANGE PRODUCTIONS, INC., a Rhode Island corporation (**BIG ORANGE2**), substantially in the form submitted to this meeting, is hereby approved and adopted, and each of the officers of this Corporation is hereby authorized and directed to take such action and to execute and deliver such instruments as each such officer may deem necessary or appropriate to consummate the Agreement of Merger as conclusively evidence by such execution and delivery.