

ARTICLES OF MERGER
MERGING
ENTERPRISE MARKETING SERVICES LLC
(a Rhode Island limited liability company)
INTO
NEW EMS LLC
(a Rhode Island limited liability company)

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Pursuant to the provisions of RIGL § 7-16-1 *et. seq.*, the undersigned limited liability companies do hereby submit the following Articles of Merger:

FIRST: The name and jurisdiction of each constituent limited liability company that is a party to the merger is:

| <u>Entity ID Number</u> | <u>Name of Entity</u> | <u>Jurisdiction</u> |
|-------------------------|-----------------------------------|---------------------|
| 001671718 | Enterprise Marketing Services LLC | Rhode Island |
| 001763474 | New EMS LLC | Rhode Island |

SECOND: The merger is permitted under RIGL § 7-16-59.

THIRD: The name and jurisdiction of the surviving limited liability company is New EMS LLC, a Rhode Island limited liability company.

FOURTH: The merger shall become effective on September 28, 2023 (the "Effective Time").

FIFTH: The Agreement and Plan of Merger (the "Plan"), a copy of which is attached hereto as Exhibit A, was duly authorized, approved, and executed by each constituent limited liability company that is a party to the merger in the manner prescribed by the laws of the State of Rhode Island.

SIXTH: Pursuant to the merger and accordance with the Plan, at the Effective Time, the articles of organization of the surviving limited liability company shall be amended to effect a name change of the surviving limited liability company to "Enterprise Marketing Services LLC".

SEVENTH: The merging limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the merging limited liability company limited has paid all fees and taxes.

[Signature Page Immediately Follows]

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed this 27th day of September, 2023. Under penalties of perjury, the undersigned hereby affirm that they have examined these Articles of Merger, including any accompanying attachments, and that all statements contained herein are true and correct.

**ENTERPRISE MARKETING SERVICES
LLC, a Rhode Island limited liability company**

DocuSigned by:
Eric Rotkow
By: _____
Name: Eric Rotkow
Title: Authorized Person

**NEW EMS LLC, a Rhode Island limited
liability company**

DocuSigned by:
Eric Rotkow
By: _____
Name: Eric Rotkow
Title: Authorized Person

Exhibit A

Agreement and Plan of Merger

Attached.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered as of September 27, 2023, by and between Enterprise Marketing Services LLC, a Rhode Island limited liability company (the "EMS"), and New EMS LLC, a Rhode Island limited liability company ("Newco").

RECITALS

A. EMS and Newco are each wholly owned subsidiaries of ER Holdings Inc., a Rhode Island corporation ("Holdings").

B. Holdings has determined that it is in the best interests of EMS and Newco that EMS be merged with and into Newco upon the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the Rhode Island Limited Liability Company Act (the "Act") and the respective operating agreements of each of EMS and Newco.

C. This Agreement has been authorized and approved by Holdings as the sole member of each of EMS and Newco pursuant to and in accordance with Sections 7-16-61 and 7-16-21 of the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the parties to this Agreement agree as follows:

1. Plan of Merger.

(a) Merger.

(i) Subject to the provisions of this Agreement and in accordance with Section 7-16-59 *et seq.* of the Act, EMS shall be merged with and into Newco (the "Merger"). As a result of the Merger, the separate existence of EMS (hereinafter referred to as the "Merging Company") shall cease and Newco (hereinafter referred to as the "Surviving Company") shall continue as the surviving entity governed by the laws of the State of Rhode Island.

(ii) The Merger shall have the effect set forth in this Agreement and Section 7-16-63 of the Act. Without limiting the generality of the foregoing, from and after the Effective Time (as defined in Section 1(b)), the Surviving Company shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Company; and all and singular rights, privileges, powers and franchises of the Merging Company, and all property, real, personal and mixed, and all debts due to the Merging Company on whatever account, and all other things in action or belonging to the Merging Company shall be vested in the Surviving Company, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were the property of the

Merging Company, and the title to any real estate vested by deed or otherwise, in the Merging Company, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company shall thereafter attach to the Surviving Company, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

(b) Articles of Merger; Effective Time of the Merger. Subject to the terms and conditions of this Agreement, the parties to this Agreement shall duly prepare, execute and deliver, or cause to be delivered, articles of merger in accordance with Section 7-16-62 of the Act, to be filed with the Office of the Secretary of State of the State of Rhode Island (the "Articles of Merger"). The Merger shall become effective on September 28, 2023, as provided in the Articles of Merger. (the "Effective Time").

(c) Manner of Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Merging Company or the Surviving Company:

(i) the outstanding membership interests of the Merging Company immediately prior to the Effective Time shall be cancelled and retired without payment of any consideration therefore and shall cease to exist; and

(ii) the outstanding membership interests of the Surviving Company immediately prior to the Effective Time shall remain outstanding and will not be affected by the Merger.

(d) Articles of Organization of the Surviving Company. At the Effective Time, the Articles of Organization of the Surviving Company as in effect immediately prior to the Effective Time shall be amended to change the name of Surviving Company to "Enterprise Marketing Services LLC", and such Articles of Organization, as so amended, shall be the Articles of Organization of the Surviving Company unless and until further amended as provided by law.

(e) Operating Agreement of the Surviving Company. The Operating Agreement of the Surviving Company as in effect immediately prior to the Effective Time shall be Operating Agreement of the Surviving Company after the Effective Time unless and until further amended as provided by law.

(f) Officers of the Surviving Company.

(i) Immediately following the Effective Time, and until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the Articles of Organization and Operating Agreement of the Surviving Company, the officers of the Surviving Company shall be those officers of the Surviving Company in office immediately prior to the Effective Time.

2. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any

rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(b) Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transmission, including .pdf format), and each such counterpart and copy shall be and constitute an original instrument.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Rhode Island.

(d) Termination. This Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger by the parties hereto to the extent permitted by applicable law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound by this Agreement, have caused this Agreement to be duly executed and delivered on the date first above written.

SURVIVING COMPANY:

NEW EMS LLC, a Rhode Island limited liability company

DocuSigned by:
Eric Rotkow
By: 0D9184AC25C9436

Name: Eric Rotkow
Title: Authorized Person

MERGING COMPANY:

ENTERPRISE MARKETING SERVICES LLC, a Rhode Island limited liability company

DocuSigned by:
Eric Rotkow
By: 0D9184AC25C9436

Name: Eric Rotkow
Title: Authorized Person