

Filing Fee: See Instructions

ID Number: 97905



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

2012 JUL 17 AM 11:21
SECRETARY OF STATE
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO UNDERBRELLA, 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 EULIE LLC (limited liability company, Rhode Island) and UNDERBRELLA, INC. (corporation, Delaware).

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 UNDERBRELLA, INC. which is to be governed by the laws of the state of DELAWARE

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:

103 Medway St., #8, Providence, RI 02906

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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BY [Signature] 174944
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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.

.....  
**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.

EULIE LLC

Print Entity Name

By: Julie Sygnal Managing Member, CEO + Founder  
Name of person signing Title of person signing

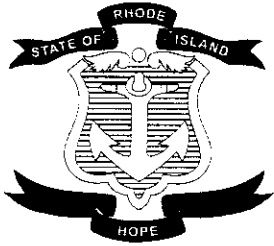
By: \_\_\_\_\_  
Name of person signing Title of person signing

UNDERBRELLA, INC.

Print Entity Name

By: Julie Sygnal CEO + Founder  
Name of person signing Title of person signing

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



STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF TAXATION  
ONE CAPITOL HILL  
PROVIDENCE, RI 02908

PATRICK SHANK  
DOWNS RACHLIN MARTIN PLLC  
199 MAIN ST 6TH FL  
BURLINGTON, VT 05401

## LETTER OF GOOD STANDING

It appears from our records that **EULIE LLC** has filed all the required returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of **07/06/2012** regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

### **MERGER OF CORPORATIONS RI NON-SURVIVOR**

Very truly yours,

David M. Sullivan  
Tax Administrator

Steven A. Cobb  
Chief Revenue Agent  
Office Audit and Discovery

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**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
UNDERBRELLA INC.  
(A DELAWARE CORPORATION)  
AND  
EULIE LLC  
(A RHODE ISLAND LIMITED LIABILITY COMPANY)**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") dated as of July 17, 2012 is made by and between Underbrella Inc., a Delaware corporation (the "Corporation"), and EULIE LLC, a Rhode Island limited liability company (the "LLC").

**WITNESSETH:**

**WHEREAS**, the LLC has 100,000 outstanding Class A Common Units (the "Class A Units"), no Class B Common Units, Units"), and 52,799.2 outstanding Preferred Units (the "Preferred Units"), as such terms are defined in the Amended and Restated Operating Agreement of the LLC (the "Operating Agreement");

**WHEREAS**, the Corporation is a wholly owned subsidiary of the LLC;

**WHEREAS**, the parties hereto desire that the LLC merge with and into the Corporation (the "Merger"), with the Corporation being the surviving entity;

**WHEREAS**, the Board of Directors of the Corporation have authorized and approved the execution and delivery of this Agreement and the performance by the Corporation of its obligations under this Agreement, upon the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, a majority of the Members holding Class A Units and Preferred Units, voting together as a single class, have authorized and approved the execution and delivery of this Agreement and the performance by the LLC of its obligations under this Agreement, upon the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the Board of Directors of the Corporation has approved this Agreement and declared it advisable and has resolved to recommend that the LLC, as the sole stockholder of the Corporation, approve and adopt this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises of the parties contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. The Merger.** The parties hereby acknowledge that the LLC and the Corporation are the only constituent entities to this Agreement and the Merger. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Delaware

General Corporation Law (the “DGCL”) and the Rhode Island Limited Liability Company Act (the “LLC Act”), at the Effective Time (as defined below), the LLC shall be merged with and into the Corporation, and the separate existence of the LLC shall cease. The Corporation shall be the surviving entity in the Merger and shall continue to be a corporation organized under the laws of Delaware.

**Section 2. Filings.** At such time as mutually agreed upon by the LLC and the Corporation, such parties shall cause a properly executed certificate of merger conforming to the requirements of the DGCL to be filed with the Secretary of State of the State of Delaware and properly executed articles of merger conforming to the requirements of the LLC Act to be filed with the Rhode Island Secretary of State. The parties hereto shall also make all other filings or recordings required by applicable law in connection with the Merger. The Merger shall become effective upon the acceptance of this Delaware certificate of merger by the Delaware Secretary of State (the “Effective Time”).

**Section 3. Effects of the Merger.** The Merger shall have the effects set forth in this Agreement and the applicable provisions of the DGCL (including without limitation Section 259 thereof) and the LLC Act (including without limitation Section 7-16-63 thereof). If, at any time after the Effective Time, any further action is determined by the Corporation to be necessary or desirable to carry out the purposes of this Agreement or to vest the Corporation with full right, title and possession of and to all rights and property of the LLC, the officers and the Board of Directors of the Corporation shall be fully authorized (in the name of the LLC and in the name of the Corporation and otherwise) to take such action.

**Section 4. Cancellation of Stock; Conversion of Membership Interests.** At the Effective Time:

(a) Each Class A Unit outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into fully paid and non-assessable shares of Common Stock of the Corporation (the “Common Stock”) on a 10-for-1 basis as set forth on Exhibit 1 attached hereto.

(b) Each Preferred Unit outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into fully paid and non-assessable shares of Series A Preferred Stock of the Corporation (the “Series A Preferred Stock”) on a 10-for-1 basis as set forth on Exhibit 1 attached hereto.

(c) Each share of capital stock of the Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof.

**Section 5. Issuance of Stock Certificates.** As promptly as practicable following the Effective Time, the Corporation shall issue stock certificates to the persons entitled thereto.

**Section 6. Certificate of Incorporation of the Corporation.** The Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the Corporation following the Merger and shall not be amended in the Merger.

**Section 7. Address of the Corporation.** The street address of the principal place of business of the Corporation as of the date of this Agreement is, and shall continue to be upon the Effective Time, as follows: 103 Medway St., #8, Providence, Rhode Island 02906.

**Section 8. Representations and Warranties of the Corporation.** The Corporation hereby warrants and represents that (a) the Merger is permitted by the DGCL; (b) the Corporation shall comply with the DGCL by effecting the Merger in accordance with the terms of this Agreement.

**Section 9. Representations and Warranties of the LLC.** The LLC hereby warrants and represents that (a) the Merger is permitted by the LLC Act; and (b) the LLC shall comply with the provisions of the LLC Act in effecting the Merger in accordance with the terms hereof.

**Section 10. Conditions to the Obligations of Each Party.** The obligations of the LLC and the Corporation to consummate the Merger are subject to the satisfaction or waiver of the following conditions as of the Effective Time:

- (a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained;
- (c) this Agreement shall have been adopted by the LLC, in its capacity as the sole stockholder of the Corporation; and
- (d) this Agreement shall have been approved or consented to by the holders of at least a majority of the Voting Members (as defined in the Operating Agreement), in accordance with the applicable requirements of the Operating Agreement and the LLC Act (such approval or consent, the "Required Member Approval").

**Section 11. Termination.** At any time prior to the Effective Time, either the Manager of the LLC or the Board of Directors of the Corporation may terminate and abandon this Agreement, and such termination or abandonment may be effected notwithstanding the approval of this Agreement by the sole stockholder of the Corporation or by the Required Member Approval.

**Section 12. Amendments.** This Agreement may be amended at any time prior to the Effective Time by the parties hereto (provided that, in the case of the Corporation, such amendment shall be authorized by the Board of Directors of the Corporation), whether before or after adoption of this Agreement by the sole stockholder of the Corporation or by the Required

Member Approval; provided, however, that after any such stockholder approval or Required Member Approval, respectively, no amendment shall be made to this Agreement that by law requires further approval or authorization by the sole stockholder of the Corporation or the members of the LLC, respectively, without such further approval or authorization.

**Section 13. Governing Law.** To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

**Section 14. Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed by facsimile transmission or by portable document format (“pdf”), and signatures transmitted by facsimile or pdf shall be deemed to be original signatures for all purposes. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

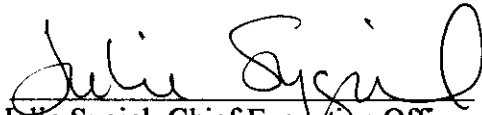
**Section 15. No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer or shall confer upon any person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 16. Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

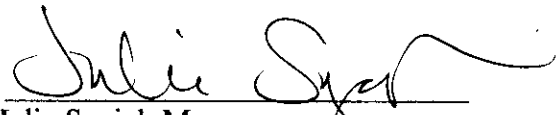
Eulie LLC/Underbrella Inc.  
Agreement and Plan of Merger

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

**UNDERBRELLA, INC.**

By:   
Julie Sygiel, Chief Executive Officer

**EULIE LLC**

By:   
Julie Sygiel, Manager



**EXHIBIT 1**

**Consideration To Be Received By Members Of The LLC**


<b><u>Name of Member of EULIE LLC</u></b>	<b><u>Membership Units</u></b>	<b><u>Number of Shares of Stock of Underbrella, Inc. To Be Received By Member</u></b>
Julie Sygiel	Class A Common: 47,500 Preferred: 753.3	Common Stock: 475,000 Series A Preferred: 7,533
Eunice Png	Class A Common: 37,000 Preferred: 615.3	Common Stock: 370,000 Series A Preferred: 6,153
Daniel Wyner	Class A Common: 10,000 Preferred: 22,633.9	Common Stock: 100,000 Series A Preferred: 226,340
Danny Warshay	Class A Common: 3,000 Preferred: 0	Common Stock: 30,000 Series A Preferred: 0
Angela Bronza	Class A Common: 1,000 Preferred: 0	Common Stock: 10,000 Series A Preferred: 0
Barbara Tannenbaum	Class A Common: 1,000 Preferred: 0	Common Stock: 10,000 Series A Preferred: 0
Emily Spivack	Class A Common: 500 Preferred: 0	Common Stock: 5,000 Series A Preferred: 0
Debbie Mann	Class A Common: 0 Preferred: 11,346.7	Common Stock: 0 Series A Preferred: 113,467
Margaret Rothschild	Class A Common: 0 Preferred: 4,929.6	Common Stock: 0 Series A Preferred: 49,296
Richard Carriere	Class A Common: 0 Preferred: 5,087.0	Common Stock: 0 Series A Preferred: 50,870
Roni Kabessa and Kara Orr, Joint Tenants	Class A Common: 0 Preferred: 7,433.4	Common Stock: 0 Series A Preferred: 74,334

Eulie LLC/Underbrella Inc.  
Agreement and Plan of Merger

**OFFICER'S CERTIFICATE**

The undersigned, the Chief Executive Officer of Underbrella Inc., a Delaware corporation (the "Corporation"), does hereby certify that the Agreement and Plan of Merger to which this certificate is attached, having been duly approved by the Board of Directors of the Corporation and duly executed and acknowledged in accordance with Section 103 of the Delaware General Corporation Law (the "DGCL"), was then submitted to the sole stockholder of the Corporation, which stockholder adopted and approved the Agreement and Plan of Merger by its written consent thereto given in accordance with Section 228 of the DGCL.

In witness whereof, the undersigned has duly executed this certificate on the date set forth below.

  
Julie Sygiel, Chief Executive Officer

Date: July 17, 2012