

Filing Fee: See Instructions

ID Number: 578421



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

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2015 JUN 30 AM 10:08

ARTICLES OF MERGER OR CONSOLIDATION INTO

Armadillo Noise and Vibration 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 [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 Armadillo Noise and Vibration LLC (Limited liability company, Rhode Island) and another Armadillo Noise and Vibration LLC (Limited liability company, Massachusetts).

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 Armadillo Noise and Vibration LLC which is to be governed by the laws of the state of Massachusetts

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.

.....
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:

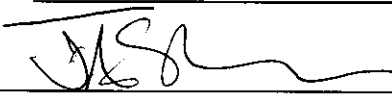
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity 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.

Armadillo Noise and Vibration LLC


Print Entity Name

By:  **Chief Executive Officer**
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

~~**Armadillo Noise and Vibration LLC**~~

Print Entity Name

By:  **Chief Executive Officer**
Name of person signing Title of person signing

By: _____
Name of person signing Title of person signing

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”), dated June 30, 2015, is by and between **Armadillo Noise and Vibration LLC**, a Rhode Island limited liability company (“**RI LLC**”), and **Armadillo Noise and Vibration LLC**, a Massachusetts limited liability company (“**MA LLC**”).

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

WHEREAS, MA LLC is a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts; and

WHEREAS, the Members of RI LLC and of MA LLC have determined that it is advisable and in the best interests of each of such companies that RI LLC merge with and into MA LLC, upon the terms and subject to the conditions of this Agreement; and

WHEREAS, the Members of RI LLC and of MA LLC have each, by unanimous written consent, duly adopted, ratified and approved this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, RI LLC and MA LLC hereby agree as follows:

1. **Merger.** RI LLC will be merged with and into MA LLC (the “**Merger**”), and MA LLC shall be the surviving limited liability company (hereinafter sometimes referred to as the “**Surviving Company**”). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents (the “**Effective Time**”). The merger is intended to be a tax-free event.

2. **Governing Documents.** The Certificate of Organization of MA LLC as in effect immediately prior to the Effective Time shall be the Certificate of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Operating Agreement of MA LLC as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time:

a. the separate company existence of RI LLC shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of RI LLC;

b. all and singular rights, privileges, powers and franchises of RI LLC and all property, real, personal and mixed, and all debts due to RI LLC on whatever account, as well as

for share and note subscriptions and all other things in action or belonging to RI LLC shall be vested in the Surviving Company;

c. all property, rights, privileges, powers and franchises, and all and every other interest of RI LLC shall be thereafter as effectually the property of the Surviving Company as they were of RI LLC, and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or of any of the other states of the United States, in RI LLC shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of RI LLC shall be preserved unimpaired;

d. all debts, liabilities and duties of RI LLC 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;

e. all company acts, plans, policies, agreements, arrangements, approvals and authorizations of RI LLC, its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to RI LLC;

f. the Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains in such jurisdiction for any prior obligation of RI LLC;

g. the registered agent of MA LLC immediately prior to the Effective Time shall be the registered agent of the Surviving Company without change until thereafter amended in accordance with the provisions of applicable laws;

h. the Employer Identification Number of RI LLC immediately prior to the Effective Time shall be the Employer Identification Number of the Surviving Company without change; and

i. the officers of MA LLC immediately prior to the Effective Time shall be the officers of the Surviving Company without change; and

j. the employees and agents of RI LLC shall become the employees and agents of the Surviving Company and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of RI LLC.

4. No Conversion of Percentage Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof the Percentage Interests in RI LLC outstanding immediately prior to the Effective Time shall be cancelled and no replacement Percentage Interests shall be issued by the Surviving LLC.

5. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of RI LLC such deeds and other instruments, and there shall be taken or caused to be taken by it all

such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of RI LLC and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of RI LLC to take any and all such action and to execute and deliver any and all deeds and other instruments.

6. Amendment; Abandonment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein. At any time prior to the Effective Time, this Agreement may be terminated and the merger contemplated herein may be abandoned by the Board of Directors of either party hereto, notwithstanding approval of this Agreement by the shareholders of either party hereto, if circumstances arise which, in the opinion of such Board of Directors make the merger inadvisable.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

**ARMADILLO NOISE AND VIBRATION LLC,
A RI LIMITED LIABILITY COMPANY**

By: 

Name: Jonathan Shaw

Title: Chief Executive Office

**ARMADILLO NOISE AND VIBRATION LLC,
A MA LIMITED LIABILITY COMPANY**

By: 

Name: Jonathan Shaw

Title: Chief Executive Office



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

MARCUS HOWELL
148 W RIVER ST STE 1E
PROVIDENCE, RI 02904-2615

I.D.#578421

LETTER OF GOOD STANDING

It appears from our records that **ARMADILLO NOISE AND VIBRATION LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **ARMADILLO NOISE AND VIBRATION LLC** is in good standing with the Rhode Island Division of Taxation as of **06/23/2015**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

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

MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above, and is not valid for any other reason(s).

Very truly yours,

David M. Sullivan
Tax Administrator

Marc R. Levasseur, Supervising Revenue Officer

Compliance and Collections

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DLN: 0370364001

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SECRETARY OF STATE
CORPORATIONS DIV
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State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive, written in a professional style.

Nellie M. Gorbea
Secretary of State

