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17 MAR 16 AM 9:57

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Brenton Productions, Inc.

Name of Surviving Corporation

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The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ralph M. Kinder, Esq.

Contact Person

Gilstein, Kinder & Levin, LLP

Firm/Company

155 South Main Street, Suite 300

Address

Providence, RI 02903

City/State and Zip Code

rkinder@gklfirm.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ralph M. Kinder

Name of Contact Person

At (401) 751-1500 Ext. 124

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Brenton Productions, Inc.	Florida	P96000053018

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Brenton Production Enterprises, Inc.	Rhode Island	62496

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on February 28, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 28, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Brenton Productions, Inc.

Jurisdiction

Florida

- P96000053018

Second: The name and jurisdiction of each **merging** corporation:

Name

Brenton Production Enterprises, Inc.

Jurisdiction

Rhode Island

Third: The terms and conditions of the merger are as follows:

See attached.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Brenton Productions,

c. Frank McFarlane

Francis L. McGonagle, Chairman

Brenton Production
~~Enterprises, Inc.~~

Frederic L. McJorgensen

Francis L. McGonagle, Chairman

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

100

Figure 1: Schematic representation of the experimental design. The timeline shows a 10-minute period with a 5-minute rest period. The 10-minute period is divided into two 5-minute blocks. The first block contains a 1-minute rest period followed by four 1-minute trials. The second block contains four 1-minute trials followed by a 1-minute rest period. The trials are labeled 1, 2, 3, and 4. The rest periods are labeled 'Rest'.

Figure 1

100% 90% 80% 70% 60% 50% 40% 30% 20% 10% 0%

[illegible]

100% 99% 98% 97% 96% 95% 94% 93% 92% 91% 90% 89% 88% 87% 86% 85% 84% 83% 82% 81% 80% 79% 78% 77% 76% 75% 74% 73% 72% 71% 70% 69% 68% 67% 66% 65% 64% 63% 62% 61% 60% 59% 58% 57% 56% 55% 54% 53% 52% 51% 50% 49% 48% 47% 46% 45% 44% 43% 42% 41% 40% 39% 38% 37% 36% 35% 34% 33% 32% 31% 30% 29% 28% 27% 26% 25% 24% 23% 22% 21% 20% 19% 18% 17% 16% 15% 14% 13% 12% 11% 10% 9% 8% 7% 6% 5% 4% 3% 2% 1% 0%

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of February 28, 2017 (this "Agreement") is entered into by and between **BRENTON PRODUCTIONS, INC. ("Brenton – FL")**, a Florida corporation, and **BRENTON PRODUCTION ENTERPRISES, INC. ("Brenton-RI")**, a Rhode Island corporation. Brenton – FL and Brenton-RI are hereinafter sometimes collectively referred to as the "Brenton Corporations".

WITNESSETH:

WHEREAS, Brenton-FL is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Brenton-RI is a corporation duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, the respective Boards of Directors of Brenton-FL and Brenton-RI have determined that it is advisable and in the best interests of such corporations and their stockholders that Brenton-RI merge with and into Brenton-FL upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the shareholders of Brenton-FL have approved this Agreement, by execution of a written consent in accordance with Section 607.1107 of the Florida Business Corporation Act;

WHEREAS, the shareholders of Brenton-RI have approved this Agreement, by execution of a written consent in accordance with Section 7-1.2-1002 of the Rhode Island General Laws.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Brenton-FL and Brenton-RI hereby agree as follows:

1. Brenton-RI shall be merged with and into Brenton-FL (the "Merger") such that Brenton-FL shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and Rhode Island and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. Governing Documents. The Articles of Incorporation of Brenton-FL shall be the Articles of Incorporation of the Surviving Corporation, and the By-Laws of Brenton-FL shall be

the By-laws of the Surviving Corporation, and upon the consummation of the Merger, shall be amended and restated as attached hereto as Exhibit A.

3. Directors. The persons who are directors of Brenton-FL immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

4. Officers. The persons who are officers of Brenton-FL immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate existence of Brenton-RI shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Brenton Corporations, subject to all the restrictions, disabilities and duties of each of the Brenton Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Brenton Corporations; and (iii) all debts due to each of the Brenton Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Brenton Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Brenton Corporations 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 Brenton-RI shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Brenton Corporations may be

prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Brenton Corporations shall thenceforth attach to the surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Brenton-RI, its shareholders, Board of Directors and committees thereof, officers and agents that 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 Corporation and shall be as effective and binding thereon as the same were with respect to Brenton-RI. The employees and agents of Brenton-RI shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Brenton-RI.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Brenton-RI 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, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Brenton-RI and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Brenton-RI or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of Brenton-RI common stock, no par value ("Brenton-RI Common Stock"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of Brenton-FL common stock, no par value ("Brenton-FL Common Stock"); and (ii) each share of Brenton-RI Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Brenton-FL Common Stock to which each shareholder of Brenton-RI is entitled pursuant to the terms hereof.

8. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

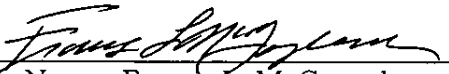
9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, Brenton-FL and Brenton-RI have caused this Agreement to be executed and delivered as of the date first written above.

Brenton Productions, Inc., a Florida corporation

By: 
Name: Francis L. McGonagle
Title: Chairman

Brenton Production Enterprises, Inc., a Rhode Island Corporation

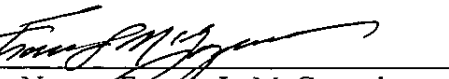
By: 
Name: Francis L. McGonagle
Title: Chairman

EXHIBIT A

AMENDED AND RESTATED BYLAWS

Not included for filing purposes.