

Filing Fee: See Instructions

ID Number: 1659067



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

ARTICLES OF MERGER OR CONSOLIDATION INTO

Convergence Wealth Advisors, LLC f/k/a New ConWealth, LLC

(Insert full name of surviving or new entity on this line.)

DEC 28 2015 PM 3:28

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 ☒ 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:

Name of entity	Type of entity	State under which entity is organized
Convergence Wealth Advisors, LLC 1028382	Limited Liability Company	Massachusetts
New ConWealth, LLC 1659067	Limited Liability Company	Rhode Island

- 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 New ConWealth, LLC
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:
Convergence Wealth Advisors, LLC
- 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:
James H. Hahn, 40 Westminster Street, Suite 1100, Providence, RI 02903
- 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 January 1, 2016

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.

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:
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- 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.

Convergence Wealth Advisors, LLC

Print Entity Name

By:

Jessie N. Dyer
Name of person signing

Name of person signing

Authorized Member

Title of person signing

By:

Name of person signing

Name of person signing

Title of person signing

New ConWealth, LLC

Print Entity Name

By:

Jenard N. Dyman
Name of person signing

Name of person signing _____

Authorized Member

Title of person signing

By:

Name of person signing

Name of person signing

Title of person signing

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 1st day of January, 2016, by and between NEW CONWEALTH, LLC, a Rhode Island limited liability company ("Newco") and CONVERGENCE WEALTH ADVISORS, LLC, a Massachusetts limited liability company ("Convergence") (Newco and Convergence are hereinafter sometimes referred to collectively as the "Companies").

WITNESSETH:

WHEREAS, Edward Siegal, a former owner of membership interests in Convergence, resigned from all positions with Convergence, and re-assigned all of his membership interests in Convergence on November 1, 2015; and

WHEREAS, one hundred percent (100%) of the membership interests in both Newco and Convergence are now owned by Jerrold N. Dorfman ("Mr. Dorfman"); and

WHEREAS, the Mr. Dorfman, acting in his capacity as sole member of Newco, and acting in his capacity as sole member of Convergence, has determined that it is advisable and in the mutual best interests of Newco and Convergence that Convergence be merged with and into Newco in accordance with the applicable provisions of the Massachusetts Island Limited Liability Company Act and the Rhode Island Limited Liability Company Act, in order to provide operating efficiencies, establish a mechanism for succession, reduce the overall expenses of operation of the Companies and for other business purposes important to the Companies (the "Merger"); and

WHEREAS, the Merger has been authorized and approved by (i) written consent of the sole member of Newco and (ii) written consent of the sole member of Convergence, all in accordance with the respective laws of the Commonwealth of Massachusetts and State of Rhode Island; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, Newco and Convergence hereby agree as follows:

SECTION 1. Merger.

As of the Effective Time (as hereinafter defined), Convergence shall be merged into Newco, the separate existence of Convergence, except insofar as the same may be continued by statute, shall cease, and Newco shall be the surviving limited liability company.

SECTION 2. Terms and Conditions.

The terms and conditions of the Merger are as follows:

(a) Purposes. The purposes of Newco, as the same exist as of the Effective Time, shall be the purposes of the surviving entity until altered, amended or repealed by an amendment to the Articles of Organization of Newco.

(b) Operating Agreement. The operating agreement of Newco, as amended and restated by Mr. Dorfman and dated as of January 1, 2016, shall be the operating agreement of Newco as surviving entity as of the Effective Time until altered, amended or repealed as therein provided.

(c) Management. As of the Effective Time, the sole member of Convergence shall cease to serve as an authorized member, and the business and affairs of Newco as the surviving entity shall thereafter be managed by its members.

(d) Name of Surviving Entity. As of the Effective time, the name of Newco as the surviving entity shall be changed to Convergence Wealth Advisors, LLC.

(e) Effect of Merger. As of the Effective Time, all of the estate, property, rights, privileges, powers, franchises and interests of each of the entities and all of their property, real, personal and mixed, and all the debts due on whatever account of either of them, as well as all membership interests and other choses in action belonging to either of them, shall be vested in Newco as the surviving entity, without further act or deed, as provided by and in accordance with the applicable provisions of the Rhode Island Limited Liability Company Act. Without limiting the generality of the foregoing, as of the Effective Time, all claims, demands, property and every other interest of either of the entity shall be the property of Newco as the surviving entity, as the same were of each of the entities, and title to all real estate vested in either of the entities shall not be deemed to revert or to be in any way impaired by reasons of the Merger, but shall be vested in Newco as the surviving entity, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which Newco as the surviving entity shall be liable in the same manner and to the same extent as if the surviving entity had incurred such liabilities and obligations.

SECTION 3. Outstanding Membership Interests.

(a) Membership Interest in Convergence. The membership interests in Convergence which shall be outstanding at the Effective Time shall forthwith be canceled, and all rights in respect thereto terminated, with Mr. Dorfman as former holder of the membership interests in Convergence retaining membership interests in Newco as provided below.

(b) Membership Interest in Newco. The membership interests in Newco which shall be outstanding at the Effective Time, and all rights in respect thereto, shall remain outstanding, and Mr. Dorfman as the former member of Convergence shall retain all membership interests in Newco, such that following the Effective Time, Mr. Dorfman shall hold 100% of the membership interests in Newco.

SECTION 4. Certificate of Organization.

The Articles of Organization of Newco, as originally filed and as amended hereby shall, as of the Effective Time, be the Articles of Organization of the surviving entity until altered, amended or repealed as provided by law.

SECTION 5. Filings, etc.

After execution of this Agreement has been duly authorized by the respective members of Newco and Convergence, and upon execution and acknowledgment of the same, Articles of Merger and a Certificate of Merger shall be executed and filed in the offices of the Secretary of State of Rhode Island and of the Commonwealth of Massachusetts, respectively, in accordance with applicable law.

SECTION 6. Additional Assignments.

To the extent permitted or required by law, from time to time as and when requested by Newco or by its successors or assigns, Convergence shall execute and deliver, or cause to be executed and delivered, all such deeds and instruments, or to take, or cause to be taken, such further or other action as the surviving limited liability company may deem necessary or desirable, in order to vest in and confirm to Newco title to, and possession of, any property of Convergence acquired by reason of or as a result of the Merger, and otherwise to carry out the intent and purposes hereof; and the member of Convergence is fully authorized in the name of Newco to take any and all such action.

SECTION 7. Effective Time.

The Merger provided for in this Agreement shall become effective as of January 1, 2016 (the “Effective Time”).

SECTION 8. Miscellaneous.

8.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Rhode Island.

8.2 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or applicable future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of this Agreement shall not be affected thereby.

8.3 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the intent of the parties hereto.

8.4 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

8.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter.

8.7 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

8.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first written above.

WITNESS:

NEW CONWEALTH, LLC

Andrea M. Porter

By: Jerrold N. Dorfman
Jerrold N. Dorfman, Member

CONVERGENCE WEALTH ADVISORS, LLC

Andrea M. Porter

By: Jerrold N. Dorfman
Jerrold N. Dorfman, Member

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