

Filing Fee: See Instructions

ID Number: 576531



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

2010 MAR 26 PM 12:07
CORPORATIONS DIV

ARTICLES OF MERGER OR CONSOLIDATION INTO

Verticle Performance Partners, 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 Vertical Performance Partners LLC (576531) and Vertical Performance Partners, Inc. (NQ).

- 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 Vertical Performance Partners, 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: 87 Kingstown Road, Narragansett, Rhode Island 02882
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.

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**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.

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**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.

Vertical Performance Partners, Inc.  
Print Entity Name

By: ✓ James Daly James Daly, Chief Operating Officer  
Name of person signing Title of person signing

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

Vertical Performance Partners, Inc.  
Print Entity Name

By: ✓ James Daly James Daly, Treasurer  
Name of person signing Title of person signing

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

## AGREEMENT OF MERGER

**AGREEMENT OF MERGER**, dated as of the 12<sup>th</sup> day of February, 2010, by and between Vertical Performance Partners LLC, a limited liability company organized under the laws of the State of Rhode Island ("RI LLC"), and Vertical Performance Partners, Inc., a corporation organized under the laws of the State of Delaware ("DE Corp.", DE Corp. and RI LLC, together, the "Constituent Companies"). RI LLC is hereinafter also sometimes referred to as the "Merged Company" and DE Corp. is hereinafter also sometimes referred to as the "Surviving Corporation".

### WITNESSETH

**WHEREAS**, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that RI LLC be merged with and into DE Corp. under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Delaware General Corporation Laws and the Rhode Island Limited Liability Company Act;

**WHEREAS**, DE Corp., by its Certificate of Incorporation, has an authorized capital stock consisting of three million shares of Common Stock, \$0.001 par value per share ("DE Stock"), 331,250 share of which is outstanding;

**WHEREAS**, the Membership Interests of RI LLC, all of which are entitled to vote, and which shall be cancelled at the Effective Time (defined below) ("RI Interests"), are as follows:

<b>MEMBER</b>	<b>RI INTEREST</b> (in Percentage Interest)
Carl Wooten	80%
Jim Daly	20%

**WHEREAS**, the registered office of RI LLC in the State of Rhode Island is located at 222 Jefferson Boulevard, Suite 200, Warwick, Rhode Island 02888 and the registered office of DE Corp. in the State of Delaware is located at 2711 Centerville Road, Suite 400, Delaware 19808.

**NOW, THEREFORE**, the Constituent Companies, parties to this Agreement of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

**FIRST:** At the Effective Time, RI LLC shall be merged into DE Corp. and DE Corp. shall be the Surviving Corporation. The separate existence of RI LLC shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement of Merger and except as continued in the Surviving Corporation.

**SECOND:** The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Rhode Island Limited Liability Company Act and the General Corporation Law of Delaware, are accepted for filing by the appropriate office of the State of Rhode Island and the State of Delaware, respectively (the "Effective Time").

**THIRD:** The Certificate of Incorporation of DE Corp. shall continue in full force and effect as the charter of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with the law.

**FOURTH:** The purposes of the Surviving Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware; and to do any and all acts and things permitted to be done by a corporation within the State of Delaware, pursuant to the provisions of the Delaware General Corporation Laws.

**FIFTH:** At the Effective Time, each Member's RI Interest shall be converted into the number, class and series of Delaware Company Stock listed opposite such Member's name on Exhibit A hereto.

**SIXTH:** The terms and conditions of the merger are as follows:

(a) The Bylaws of the Surviving Corporation in effect prior to the Effective Time shall be the Bylaws of the Surviving Corporation immediately following the Effective Time until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were the members of the Board of Directors and the officers, respectively, of the Surviving Corporation immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

(c) At and after the Effective Time, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the

Surviving Corporation and may be enforced against it to the same extent as if such debts, liability and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Companies acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Company and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(e) This Agreement of Merger shall be submitted to the members of the Merged Company and the stockholders of the Surviving Corporation as and to the extent provided by law.

(f) This Agreement of Merger may be terminated or abandoned by (i) either Constituent Company, acting by its members (in the case of RI LLC) or its Board of Directors (in the case of DE Corp.), at any time prior to its adoption by members (in the case of RI LLC) or stockholders (in the case of DE Corp.) as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its members (in the case of RI LLC) or its Board of Directors (in the case of DE Corp.), at any time after such adoption by such members or stockholders and prior to the Effective Time. In the event of such termination or abandonment, this Agreement of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of its members or managers (in the case of RI LLC) or Board of Directors or stockholders (in the case of DE Corp.).

(g) This Agreement of Merger constitutes a Plan of Reorganization, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All acts, plans, policies, approvals and authorizations of RI LLC, its members, shareholders, committees elected or appointed by its managers, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on RI LLC.

(i) From and after the Effective Time, the officers and directors of the Surviving Corporation are hereby authorized in the name of the limited liability company and corporation that were the Constituent Companies to execute, acknowledge and deliver all instruments and do

all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement of Merger.

*[Remainder of Page Intentionally Left Blank,  
Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

VERTICAL PERFORMANCE PARTNERS LLC  
A Rhode Island Limited Liability Company

By: James Daly  
James Daly, Chief Operating Officer

**[CORPORATE SEAL]**

VERTICAL PERFORMANCE PARTNERS, INC.  
A Delaware Corporation

By: James Daly  
James Daly, Treasurer and Secretary

Exhibit A

RI LLC Member	RI Interests	Shares of DE Corp. Common Stock, \$.001 par value per share
Carl Wooten	80%	795,000
James (Jim) Daley	20%	198,750
<b>Total</b>	<b>100%</b>	<b>100%</b>





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Revenue  
DIVISION OF TAXATION  
One Capitol Hill  
Providence, RI 02908-5800

March 19, 2010

TO WHOM IT MAY CONCERN:

**Re VERTICAL PERFORMANCE PARTNERS LLC**

It appears from our records that the above named limited liability company has filed all the required Business Corporation Tax Returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of this date regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named limited liability company for the purpose of:

**MERGER CORPORATION IS NON SURVIVOR**

Very truly yours,

David M. Sullivan  
Tax Administrator

Charles J. Larocque  
Chief Revenue Agent  
Corporations



# State of Rhode Island and Providence Plantations

**A. Ralph Mollis**

*Secretary of State*

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, 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 black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

*Secretary of State*

