

Filing Fee: See Instructions

ID Number: 519104



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

2014 JUL 11 PM 1:19
RECEIVED
CORPORATION DIVISION

ARTICLES OF MERGER OR CONSOLIDATION INTO
Risk Free Consultancy 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 Risk Free Consultancy, LLC (Limited Liability Company, RI) and Risk Free Consultancy LLC (Limited Liability Company, TN).

- 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 Risk Free Consultancy LLC which is to be governed by the laws of the state of Tennessee
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: Risk Free Consultancy 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: Charles Nault, 1400 Cedardale Court, Mount Juliet, TN 37122-2480
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 CR 228323 1:21

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:

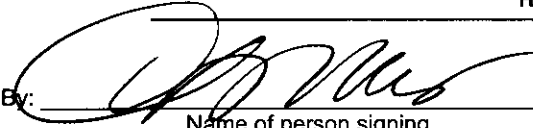
b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which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

RISK FREE CONSULTANCY, LLC

Print Entity Name

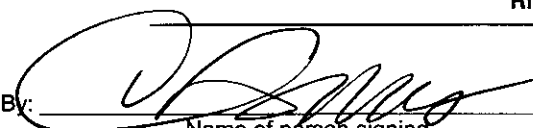
By:  _____
Name of person signing President and/or Operating Manager Title of person signing

CHARLES L. NAULT

By: _____
Name of person signing Title of person signing

RISK FREE CONSULTANCY LLC

Print Entity Name

By:  _____
Name of person signing President and/or Operating Manager Title of person signing

CHARLES L. NAULT

By: _____
Name of person signing Title of person signing

RESOLUTION OF
Risk Free Consultancy, LLC
a Rhode Island Limited Liability Company

ADOPTING A PLAN OF MERGER
AND
ARTICLES OF MERGER

RESOLVED, that the Manager of Risk Free Consultancy, LLC, a Rhode Island limited liability company, hereby determines that the Agreement of Merger between Risk Free Consultancy, LLC, a Rhode Island limited liability company, and Risk Free Consultancy LLC, a Tennessee limited liability company, upon the terms and conditions set forth in the Merger Agreement Plan and Articles of Merger submitted to the Manager are advisable and generally to the advantage and for the benefit of this Company and its Members.

FURTHER RESOLVED, that the Merger Agreement Plan and Articles of Merger presented to the meeting and the merger therein provided for be and the same are hereby approved, and the execution of said Plan and Articles by the Manager and by proper officers of this Company are hereby approved and authorized.

FURTHER RESOLVED, that said Merger Agreement Plan and Articles of Merger be submitted for approval and adoption by the Members of this Company at its special meeting to be held on March 24, 2014 at 10:00 A.M. at 1400 Cedardale Court, Mount Juliet, Tennessee.

FURTHER RESOLVED, that all necessary or appropriate notices be given to the Members; that said Merger Agreement Plan and Articles of Merger are to be acted upon by them at such meeting.

FURTHER RESOLVED, that the proper officers of the Company be, and they hereby are, authorized to provide, in the material to be submitted to the Members in connection with said special meeting, the opportunity to direct whether their vote shall be cast for or against the approval and adoption of said Merger Agreement Plan, said Articles of Merger as well as the adoption of resolutions authorizing the Manager and the officers of the Company to take all necessary or appropriate action to carry out their terms, and the merger therein provided for; a statement of the authority granted to the respective Manager and Members of each constituent entity by Article XI of the said Plan to terminate and abandon the merger if in the opinion of the Managers or Members of either constituent entity the merger is impracticable or undesirable in all the circumstances, including among such circumstances the dissents filed by Members of the constituent entities.

FURTHER RESOLVED, that the proper officers and counsel of the Company be, and they hereby are, authorized and directed to take all further steps necessary or desirable to procure the approval and adoption of the Merger Agreement Plan and Articles of Merger by the Members of the Company in accordance with their terms and authorization.

FURTHER RESOLVED that, if said Merger Agreement Plan and Articles of Merger shall be duly adopted at such special meeting of the Members of this Company and pursuant to the laws of the State of Rhode Island and by the votes of the holders of a majority of the total equitable interest of this Company present at the meeting, the Manager, President and the Secretary of this Company be, and each of them hereby is, authorized to certify the fact of such adoption by the Members of this Company of said Merger Agreement Plan and said Articles of Merger; and to cause a counterpart of said Merger Agreement Plan and Articles of Merger to be presented to the Secretary of State of the State of Rhode Island, all in accordance with the laws of the State of Rhode Island; provided, however, that in accordance with the provisions of said Merger Agreement Plan the Manager of this Company hereby reserves the right to terminate said Merger Agreement Plan and abandon the merger therein provided for, upon the conditions set forth therein.

FURTHER RESOLVED, that the proper officers of this Company be, and they hereby are, authorized and directed to execute, in the name and on behalf of this Company and under its corporate seal or otherwise, and to deliver any and all agreements, certificates, applications or other instruments and to take from time to time any and all such other action necessary or desirable to carry out the purposes of the foregoing resolution.

DATE: March 24, 2014

MERGER AGREEMENT PLAN

Agreement of Merger dated March 24, 2014 by and between Risk Free Consultancy, LLC, a limited liability company duly organized and existing under the laws of the State of Rhode Island (hereinafter sometimes called "RFC (RI)"), and Risk Free Consultancy LLC, a limited liability company duly organized and existing under the laws of the State of Tennessee (hereinafter sometimes called ("NEW RFC (TN)"), said two companies acting by their respective Managers and Members and hereinafter sometimes collectively referred to as the "constituent entities".

WHEREAS, RFC (RI) is a limited liability company organized and existing under the laws of the State of Rhode Island having been duly organized on November 19, 2009, with its office located at 10 Magnolia Lane, Coventry, RI; and

WHEREAS, the equitable interest of RFC (RI) consists of the following:

97% Charles L. Nault
1% Stephen C. Nault
1% Kristen T. Nault
1% Justin P. Nault

WHEREAS, RIGL §7-16-59 of the Rhode Island Limited Liability Company Act confers upon RFC (RI) the power to merge with a foreign limited liability company and the right to exchange its equitable interest for equitable interest of any limited liability company to which it will merge; and

WHEREAS, NEW RFC (TN) is a limited liability company duly organized and existing under the laws of the State of Tennessee, having been organized on January 10, 2014. The principal office of the corporation is in the State of Tennessee and is located at 1400 Cedardale Court, Mount Juliet, Tennessee; and

WHEREAS, the equitable interest of NEW RFC (TN) consists of the following:

97% Charles L. Nault
1% Stephen C. Nault
1% Kristen T. Nault
1% Justin P. Nault

WHEREAS, TCA §48-244-101 of the Tennessee Revised Limited Liability Company Act, confers upon NEW RFC (TN) the power to merge with another foreign limited liability company and upon the filing and recording of the Articles of Merger and Agreement of Merger between RFC (RI) and NEW RFC (TN), the resulting limited liability company, will possess all the powers and property formerly possessed by RFC (RI); and

WHEREAS, the respective Managers and Members of RFC (RI) and NEW RFC (TN) deem it desirable and in the best interests of said limited liability companies and their members that said companies merge pursuant to RIGL §7-16-59 of the Rhode Island Limited Liability Company Act,

Now therefore,

In consideration of the premises and mutual agreements, provisions and covenants herein contained, it is hereby agreed by and between the parties hereto that, in accordance with the aforesaid provisions of the Laws of the State of Rhode Island and the State of Tennessee, RFC (RI) and NEW RFC (TN) shall be, and they hereby are, as of the merger date (as defined in paragraph 3 of Article I) merged into a single surviving limited liability company (hereinafter sometimes called the "surviving entity"), which shall be and is NEW RFC (TN), and shall be known as Risk Free Consultancy LLC, one of the constituent entities, which shall continue its company existence and remain a Tennessee limited liability company governed by the laws of that state, all on the terms and conditions herein set forth.

Article I

Merger

1. This Agreement of Merger (hereinafter sometimes called the "Agreement"), shall be submitted for adoption and approval by the members of each of the constituent entities at separate meetings, each of which shall be held in accordance with TCA §48-244-101 of the Tennessee Revised Limited Liability Company Act, and RIGL §7-16-59 of the Rhode Island Limited Liability Company Act.

2. Upon the adoption and approval of this Agreement by the respective members of the constituent entities, Articles of Merger containing the facts thereof shall be executed in duplicate by each limited liability company on this Agreement and this Agreement shall be signed by its respective Manager, President and by its respective Secretary, acknowledged, filed and recorded with the Offices of the Secretary of State for the State of Tennessee and the State of Rhode Island and in the manner required by TCA §48-244-101 of the Tennessee Revised Limited Liability Company Act, and RIGL §7-16-59 of the Rhode Island Limited Liability Company Act.

3. The merger of RFC (RI) into NEW RFC (TN) shall become effective upon the filing and recording of this Agreement, pursuant to RIGL §7-16-59 of the Rhode Island Limited Liability Company Act, in the office of the Secretary of State of the State of Rhode Island. The date on which the taking of the actions in this paragraph is completed is referred to in this agreement as the "merger date".

Article II

Name and Continued Corporate Existence of Surviving Entity

The corporate name of Risk Free Consultancy LLC the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the surviving entity, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of RFC (RI) shall be wholly merged into Risk Free Consultancy LLC. Accordingly, on the merger date the separate existence of RFC (RI) except insofar as continued by statute, shall cease.

Article III

Governing Law Articles of Organization

As aforesaid, the laws of the State of Tennessee shall govern the surviving entity. From and after the merger date, the Articles of Organization of NEW RFC (TN) attached hereto as Appendix A and incorporated herein with the same force and effect as if here set out in full (which Appendix A includes the composite articles of organization of NEW RFC (TN) filed in the office of the Secretary of State of the State of Tennessee on January 10, 2014), and all amendments thereto now in force shall be and become the articles of organization of the surviving entity. In addition to the powers conferred upon it by law, the surviving entity shall have the powers set forth in Appendix A and be governed by the provisions thereof. From and after the merger date, and until further amended as provided by law, said Appendix A may be certified, separate and apart from this Agreement, as the Articles of Organization of the surviving entity.

Article IV

Operating Agreement of Surviving Entity

From and after the merger date the present Operating Agreement of NEW RFC (TN) shall be and become the Operating Agreement of the surviving entity until the same shall be altered, amended or repealed, or until a new Operating Agreement shall be adopted, in accordance with the provisions of law, the Operating Agreement and the Articles of Organization of the surviving entity.

Article V

Members and Officers

1. The number of Members of the surviving entity, who shall hold the office until their successors shall have been duly elected and shall have qualified, or as otherwise provided

in the Articles of Organization of the surviving entity or its Operating Agreement, shall be four (4) until changed by action of the members of the surviving entity pursuant to its Operating Agreement; and the respective names of the first members of the surviving entity are as follows:

Name: Charles L. Nault
Stephen C. Nault
Kristen T. Nault
Justin P. Nault

2. The first annual meeting of the members of the surviving entity after the merger date shall be the annual meeting provided by the Operating Agreement of the surviving entity for the year 2014.

3. The first officers of the surviving entity, who shall hold office until their successors shall have been elected or appointed and shall have qualified, or as otherwise provided in its Operating Agreement, are the officers as follows:

President and/or Operating Manager: Charles L. Nault
Secretary: Stephen C. Nault
Treasurer: Stephen C. Nault

4. If, on or after the merger date, a vacancy shall for any reason exist in any of the offices, such vacancy shall thereafter be filled in the manner provided in the Articles of Organization of the surviving entity or in its Operating Agreement.

Article VI

Equitable Interest of Surviving Entity

The equitable interest of the surviving entity upon the merger date shall be as set forth in the Articles of Organization of the surviving entity.

Article VII

Conversion of Securities on Merger

The manner and basis of converting the equitable interest of each of the constituent entities into equitable interest of the surviving entity are as follows:

1. Each Percentage of Ownership on the merger date continue to be issued the same Percentage of Ownership of the surviving entity.

Article VIII

Assets and Liabilities

1. On the merger date, all property, real, personal and mixed, and all debts due to either of the constituent entities on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of constituent entities shall be taken by and deemed to be transferred to and vested in the surviving entity without further act or deed; and all property and every other interest shall be thereafter as effectually the property of the surviving entity as it was of the respective constituent entity, and the title to any real estate or any interest therein, whether vested by deed or otherwise, in either of the constituent entities shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the constituent entities shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective constituent entity shall thenceforth attach to the surviving entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the constituent entities may be prosecuted to judgment as if the merger had not taken place, or the surviving entity may be submitted in place of either of the constituent entities. The parties hereby respectively agree that from time to time, when requested by the surviving entity or by its successors or assigns, they 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 or other action, as the surviving entity may deem necessary or desirable in order to vest in and confirm to the surviving entity or its successors or assigns title to and possession of all the aforesaid property and rights and otherwise carry out the intent and purposes of this Agreement.

Article IX

Conduct of Business by Constituent Entities

Prior to the merger date RFC (RI) shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as herein provided. Without limiting the generality of the foregoing RFC (RI) shall not, and will not permit any subsidiary to, except as otherwise consented to in writing by NEW RFC (TN) or as otherwise provided in this Agreement:

- (1) Issue or sell any percentage of its equitable interest in addition to those outstanding on the date hereof;
- (2) Issue rights to subscribe to or options to purchase percentage in addition to those outstanding on the date hereof;
- (3) Amend its Articles of Organization or its Operating Agreement;
- (4) Issue or contract to issue funded debt (except loans between RFC (RI) and any of its subsidiaries, or between such subsidiaries);

(5) Declare or pay any dividend or make any other distribution upon or with respect to its equitable interest;

(6) Repurchase any of its outstanding equitable interest or by any other means transfer any of its funds to its members either selectively or rateably, in return for value or otherwise, except as salary or other compensation in the ordinary or normal course of business;

(7) Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger in amounts to be determined after the merger date;

(8) Mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;

(9) Sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business;

(10) Sell, assign, or otherwise transfer any trademark, trade name, patent or other intangible asset;

(11) Default in performance of any material provisions of any material contract or other obligation;

(12) Waive any right of any substantial value; or

(13) Purchase or otherwise acquire any equity or debt security of another corporation except to realize on an otherwise worthless debt.

Article X

Warranties of the Constituent Entities

RFC (RI) covenants, represents and warrants to NEW RFC (TN) that:

(1) It and each of its subsidiaries is on the date of this Agreement and will be on the merger date (a) a limited liability company duly organized and existing and in good standing under the laws of the State of Rhode Island, (b) duly authorized under its Articles of Organization, as amended to date, and under applicable laws, to engage in the business carried on by it and (c) it or its subsidiaries are fully qualified to do business in all states wherein it or they conduct business activities;

(2) All federal, state and local tax returns required to be filed by it, or by any of its subsidiaries, on or before the merger date will have been filed, and all taxes shown thereby to be required to be paid on or before the merger date will have been paid;

(3) It and each of its subsidiaries will use its best efforts to collect the accounts receivable owned by it on or prior to the merger date and will follow its past practices in connection with the extension of any credit prior to merger date;

(4) All fixed assets owned by it or any of its subsidiaries and employed in their respective businesses are of the type, kind and condition appropriate for their respective businesses and will be operated in the ordinary course of business until the merger date;

(5) All leases with an annual rental in excess of \$6,000.00 now held by it are now and will be on the merger date in good standing and not voidable or void by reason of any default whatsoever;

(6) During the period between December 31, 2013, and the date of this Agreement, except as disclosed in writing to NEW RFC (TN), neither it nor any subsidiary has taken any action, or suffered any conditions to exist, to any material or substantial extent in the aggregate, which it has agreed in Article IX or this Article X of this Agreement not to take or to permit to exist during the period between the date of this Agreement and the merger date;

(7) It has not been represented by any broker in connection with the transaction contemplated herein; and

(8) Its members have, subject to the authorization and approval of its members, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

RFC (RI), in addition to other actions which it has covenanted, represented, and warranted to NEW RFC (TN) that it will take, will also:

(1) Use its best efforts to preserve its business organization intact, to keep available to NEW RFC (TN) the present officers and employees of RFC (RI), and to preserve for NEW RFC (RI) the relationships of RFC (RI) with suppliers and customers and others having business relations with RFC (RI); and

(2) Not increase the compensation, wages, or other benefits payable to its or its subsidiaries' officers or employees, whose total individual compensation, for services rendered to NEW RFC (TN).

RFC (RI) covenants, represents and warrants to NEW RFC (TN) that:

(1) RFC (RI) is a limited liability company duly organized and existing and in good standing under the laws of the State of Rhode Island and has the corporate power to its properties and to carry on its business as now being conducted; and

(2) Its Manager has, subject to the authorization and approval of its members, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

Article XI

Consummation of Merger

If the merger contemplated hereby is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the constituent entities, be borne by the surviving entity. If the merger is not completed, each of the constituent entities shall be liable for, and shall pay, the expenses incurred by it.

Notwithstanding member authorization and at any time prior to the filing, the filing and recording of this Agreement may be deferred from time to time by mutual consent of the respective Managers and Members of each of the constituent entities, and, to the extent provided in (a), (b), (c), and (d) below, the merger may be abandoned:

(a) By the mutual consent of the respective Managers and Members of each of the constituent entities;

(b) At the election of the Manager of RFC (RI), if (i) demands by members for appraisal of their equitable interest of NEW RFC (TN) have been received from the holders of 66 2/3 percent or more of the equitable interest or (ii) in the judgment of such manager any judgment is rendered relating to any legal proceeding not heretofore commenced and the existence of such judgment will or may materially affect the rights of either constituent entity to sell, convey, transfer or assign any of its assets or materially interfere with the operation of its business, renders the merger impracticable, undesirable or not in the best interests of its members; or

(c) At the election of the Managers or Members of either constituent entity if:

(1) The warranties and representations of the other constituent entity contained in this Agreement shall not be substantially accurate in all material respects on and as of the date of such election; or the covenants herein contained of the other constituent entity shall not have been performed or satisfied in all material respects; or

(2) This Agreement shall not have been approved by the requisite votes of members of the constituent entities on or before June 1, 2014; or

(3) It shall not have received an opinion of counsel for the other constituent entity dated not earlier than the date on which the last of the requisite votes of members of the constituent entities shall have been obtained and not later than 10 days thereafter, to the effect that: (i) such other constituent entity and its subsidiaries are limited liability companies duly organized, validly existing and in good standing under the laws of their respective states of organization; (ii) all outstanding equitable interest of such constituent entity have been duly and validly authorized, are validly issued and outstanding, and are fully paid and nonassessable, and (iii) all company action (other than the filing and recording of this Agreement) required for the consummation of the merger contemplated hereby has been taken by such constituent entity; or

(4) The taking of any steps necessary to effect the merger by either of the constituent entities shall be permanently or temporarily enjoined by a court having jurisdiction; or

(5) If the merger date shall not have occurred by 10:00 A.M., June 1, 2014, then, at the option of the Manager of RFC (RI) it may be deferred to a date on or after September 1, 2014. If the merger date shall not have occurred by 10:00 A.M., December 31, 2014, then, at the option of the Manager and Members of either constituent entity the merger may be abandoned.

In the event of the abandonment of the merger pursuant to the foregoing provisions, this Agreement shall become void and have no effect, without any liability on the part of either of the constituent entities or its members or officers in respect of this merger except the obligation of each constituent entity to pay its own expenses as provided in this Article XI.

Article XII

Resident Agent

The respective names of the county and the city within the county in which the principal office of the surviving corporation is to be located in the State of Tennessee, the street and number of said principal office, the name of the registered agent will, as of the merger date, be as set forth in article 4 of the Articles of Organization of the surviving entity.

Article XIII

Right to Amend Articles of Organization

The surviving entity hereby reserves the right to amend, alter, change, repeal its Articles of Organization in the manner now or hereafter prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the Articles of Organization on managers, members, or officers of the surviving entity, or any other person whomsoever, are subject to this reserved power.

Article XIV

Miscellaneous

1. The representations and warranties contained in Article X of this Agreement and any liability of one constituent entity to the other for any default under the provisions of Articles IX or X of this Agreement, shall expire with, and be terminated and extinguished by, the merger under this Agreement on the merger date.

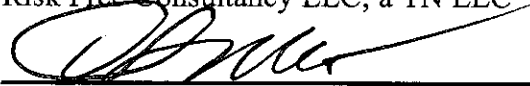
2. To enable NEW RFC (TN) to coordinate the activities of RFC (RI) into those of NEW RFC (TN) on and after the merger date, RFC (RI) shall, before the merger date, afford to the officers and authorized representation of NEW RFC (TN) free and full access to the properties, books and records of RFC (RI), and the officers of RFC (RI) will furnish NEW RFC (TN) with such financial and operating data and other information as to the business and properties of RFC (RI) and its subsidiaries as NEW RFC (TN) shall from time to time reasonably request. RFC (RI) shall, before the merger date, afford to the officers and authorized representations of NEW RFC (TN) such access, and RFC's (RI) officers will furnish such data and information to NEW RFC (TN), as may be reasonably required by NEW RFC (TN) for the preparation of its proxy statement in connection with the meeting of members to be called pursuant to section 1 of Article I of this Agreement. RFC (RI) and NEW RFC (TN) agree that, unless and until the merger contemplated by this Agreement has been consummated, RFC (RI) and NEW RFC (TN) and their officers and representatives will hold in strict confidence all data and information so obtained from one another as long as the same is not in the public domain, and if the merger herein provided for is not consummated as contemplated, RFC (RI) and NEW RFC (TN) will each return to the other party all such data as such other party may reasonably request.

3. For the convenience of the parties and to facilitate the filing or recording of this Agreement, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, each of the constituent entities has caused the Merger Agreement Plan to be duly subscribed by its duly authorized officers and its corporate seal to be hereto affixed and attested, and the members, or a majority of them, of each of the constituent entities have hereto set their hands all as of the day and year first above written.

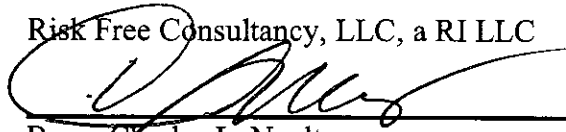
ATTEST:

Risk Free Consultancy LLC, a TN LLC



By: Charles L. Nault,
President and/or Operating Manager

Risk Free Consultancy, LLC, a RI LLC




By: Charles L. Nault,
President/Operating Manager

All of the Members of Risk Free Consultancy LLC, a Tennessee limited liability company:



CHARLES L. NAULT

STEPHEN C. NAULT

KRISTEN T. NAULT

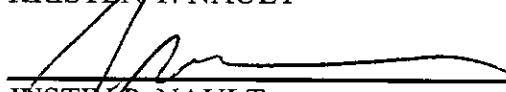
JUSTIN P. NAULT

All of the Members of Risk Free Consultancy, LLC, a Rhode Island limited liability company:



CHARLES L. NAULT

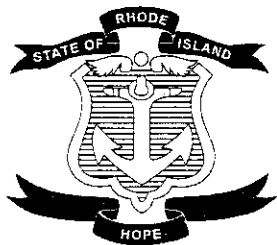
STEPHEN C. NAULT

KRISTEN T. NAULT

JUSTIN P. NAULT

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2014 JUL 11 PM 1:19
DIVISION OF TAXATION



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

S. CHRISTOPHER STOWE JR. ESQ
20 CENTERVILLE ROAD
WARWICK, RI 02886

LETTER OF GOOD STANDING

It appears from our records that **RISK FREE CONSULTANCY 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 **07/07/2014** 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:

IRC SECTION 368 MERGER

Very truly yours,

David M. Sullivan
Tax Administrator

A handwritten signature in black ink, appearing to read "Marc R. Levasseur".

Marc R. Levasseur, Supervising Revenue Officer

Compliance and Collections

32516889:10479120
DLN: 0251927001



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

