

Filing Fee: See Instructions

ID Number: 1028382



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 JAN 16 PM 1:59

ARTICLES OF MERGER OR CONSOLIDATION INTO

Eastern Advisors, 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 4 columns: Name of entity, Type of entity, State under which entity is organized. Rows include Eastern Advisors, LLC (Massachusetts) and LGC&D Wealth Management, LLC (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 Eastern Advisors, 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: 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 02906

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 Effective upon 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.

FILED

JAN 16 2015

BY [Signature] 1:59

- 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.

Eastern Advisors, LLC

Print Entity Name

By:

Edad G. Suel  
 Name of person signing

Manager

Title of person signing

By: \_\_\_\_\_

Name of person signing

Title of person signing

LGC&D Wealth Management, LLC

Print Entity Name

By:

Juanita D. Dyson  
 Name of person signing

Manager

Title of person signing

By: \_\_\_\_\_

Name of person signing

Title of person signing

# 129987



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

LGCD WEALTH MANAGEMENT LLC  
10 WEYBOSSET ST  
PROVIDENCE, RI 02903-2818

## LETTER OF GOOD STANDING

It appears from our records that LGCD WEALTH MANAGEMENT LLC has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. LGCD WEALTH MANAGEMENT LLC is in good standing with the Rhode Island Division of Taxation as of 1/15/2015. 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

CHRISTINE GIRARD, Supervising Revenue Officer

Compliance and Collections

64385421:10695174  
DLN: 0299380001

EXECUTION VERSION

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 31<sup>st</sup> day of December, 2014, by and between EASTERN ADVISORS, LLC, a Massachusetts limited liability company ("Eastern") and LGC&D WEALTH MANAGEMENT, LLC, a Rhode Island limited liability company ("LGC&D") (Eastern and LGC&D are hereinafter sometimes referred to collectively as the "Companies").

**WITNESSETH:**

WHEREAS, one hundred percent (100%) of the membership interests in Eastern are owned by Edward G. Siegal ("Mr. Siegal"); and

WHEREAS, Jerrold N. Dorfman ("Mr. Dorfman") has on the date hereof acquired one hundred percent (100%) of the membership interests in LGC&D; and

WHEREAS, the Mr. Siegal, acting in his capacity as member and manager of Eastern, Mr. Dorfman, acting in his capacity as member and manager of LGC&D, have determined that it is advisable and in the mutual best interests of Eastern and LGC&D that LGC&D be merged with and into Eastern 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 and manager of Eastern and (ii) written consent of the sole member and manager of LGC&D, 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, Eastern and LGC&D hereby agree as follows:

**SECTION 1. Merger.**

As of the Effective Time (as hereinafter defined), LGC&D shall be merged into Eastern, the separate existence of LGC&D, except insofar as the same may be continued by statute, shall cease, and Eastern 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 Eastern, 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 Certificate of Organization of Eastern.

(b) Operating Agreement. The operating agreement of Eastern, as amended and restated by Mr. Siegal and Mr. Dorfman and dated as of January 1, 2015, shall be the operating agreement of Eastern as surviving entity as of the Effective Time until altered, amended or repealed as therein provided.

(c) Managers. As of the Effective Time, the managers of Eastern and LGC&D shall cease to serve as managers, and the business and affairs of Eastern as the surviving entity shall thereafter be managed by its members.

(d) Name of Surviving Entity. As of the Effective time, the name of Eastern 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 Eastern as the surviving entity, without further act or deed, as provided by and in accordance with the applicable provisions of the Massachusetts 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 Eastern 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 Eastern as the surviving entity, subject, however, to all of the liabilities and obligations of and the rights of creditors thereof, for which Eastern 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 LGC&D. The membership interests in LGC&D 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 LGC&D receiving membership interests in Eastern as provided below.

(b) Membership Interest in Eastern. The membership interests in Eastern 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 LGC&D shall receive membership interests in Eastern, such that following the Effective Time, Mr. Siegal and Mr. Dorfman shall each hold 50% of the membership interests in Eastern.

### SECTION 4. Certificate of Organization.

The Certificate of Organization of Eastern, as originally filed and as amended hereby shall, as of the Effective Time, be the Certificate 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 Eastern and LGC&D, and upon execution and acknowledgment of the same, a Certificate of Merger and Articles of Merger shall be executed and filed in the offices of the Secretary of State of the Commonwealth of Massachusetts and the State of Rhode Island, 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 Eastern or by its successors or assigns, LGC&D 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 Eastern title to, and possession of, any property of LGC&D 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 LGC&D is fully authorized in the name of Eastern 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, 2015 or at such later date as the Articles of Merger are filed in the offices of the Secretary of State of the Commonwealth of Massachusetts (the "Effective Time"). It is the intention of the parties that the economic benefits of the Merger begin as of January 1, 2015, notwithstanding an Effective Time later than January 1, 2015.

SECTION 8. Miscellaneous.

8.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the Commonwealth of Massachusetts.

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.

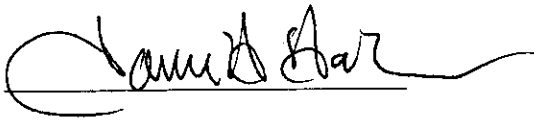
8.7 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the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

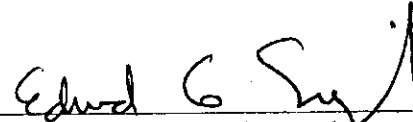
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the day and year first written above.

WITNESS:

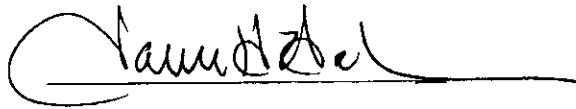
EASTERN ADVISORS, LLC



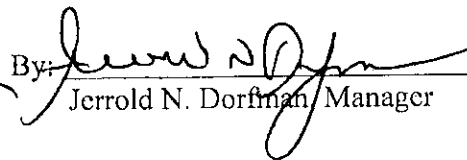
By:

  
Edward G. Siegal, Member

LGC&D WEALTH MANAGEMENT, LLC



By:

  
Jerrold N. Dorfman, Manager





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*

