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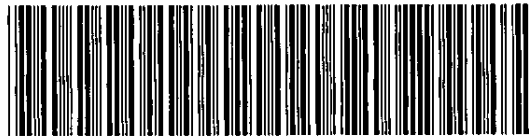
(Business Entity Name)

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*merger*

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DEPARTMENT OF STATE  
CORPORATE SERVICES DIVISION  
2014 JUL -2 PM 1:52  
TALLAHASSEE, FLORIDA  
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TALLAHASSEE, FLORIDA  
DEPARTMENT OF STATE

*AR*  
*7/3/14*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195  
REFERENCE : 202295 4305390  
AUTHORIZATION : *[Handwritten Signature]*  
COST LIMIT : \$ 50.00

ORDER DATE : July 2, 2014  
ORDER TIME : 1:11 PM  
ORDER NO. : 202295-005  
CUSTOMER NO: 4305390

ARTICLES OF MERGER

JOSEPH CAPITAL MANAGEMENT, LLC

INTO

MODERA WEALTH MANAGEMENT, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Emily Gray

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
2014 JUL -2 PM 2:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**  
**(Limited Liability Company)**

Pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Florida Act"), it is hereby certified that:

1. Name and Jurisdiction of Organization of Each Entity which is to Merge.

Modera Wealth Management, LLC, a Delaware limited liability company (the "Surviving Entity"); and

Joseph Capital Management, LLC, a Florida limited liability company (the "Merging Entity").

2. Name of Surviving Company. Modera Wealth Management, LLC will continue its existence as the Surviving Entity pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act").

3. Agreement and Plan of Merger. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging the Merging Entity with and into the Surviving Entity, as approved by the Member of each of said merging entities. The Plan is on file at the offices of the Surviving Entity located at 56 Jefferson Avenue, 2<sup>nd</sup> Floor, Westwood, New Jersey 07673.

4. Approval. The sole member of the Merging Entity approved of the Plan as of July 1, 2014 pursuant to a Written Consent of Sole Member in Lieu of a Meeting. The sole member of the Surviving Entity approved of the Plan as of July 1, 2014 pursuant to a Written Consent in Lieu of a Meeting.

5. Appraisal Rights. The Surviving Entity shall promptly pay appraisal rights to such members of either the Surviving Entity or Merging Entity, if any such rights are applicable.

6. Compliance with Law. The applicable provisions of the laws of the jurisdiction of organization of the Merging Entity relating to the merger of the Merging Entity with and into the Surviving Entity have been, or upon compliance with the filing and recording requirements, will have been, complied with.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of this 1<sup>st</sup> day of July, 2014.


Surviving Entity:

**MODERA WEALTH MANAGEMENT, LLC**

a Delaware limited liability company

By: MODERA CAPITAL, INC.

a New Jersey corporation, Sole Member

By:   
Thomas Orecchio, President

Merging Entity:

**JOSEPH CAPITAL MANAGEMENT, LLC**

a Florida limited liability company

By: MODERA CAPITAL, INC.

a New Jersey corporation, Sole Member


By:   
Thomas Orecchio, President

Exhibit A

Agreement and Plan of Merger

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), is by and between **JOSEPH CAPITAL MANAGEMENT, LLC**, a Florida limited liability company (the "Merging Entity") and **MODERA WEALTH MANAGEMENT, LLC**, a Delaware limited liability company (the "Surviving Entity"), and provides for the merger (the "Merger") of the Merging Entity with and into the Surviving Entity, which shall survive the Merger and continue to exist as a Delaware limited liability company.

1. The names of the participating entities in the Merger are **JOSEPH CAPITAL MANAGEMENT, LLC**, a Florida limited liability company, and **MODERA WEALTH MANAGEMENT, LLC**, a Delaware limited liability company.
2. The Merger shall become effective (the "Effective Date") on the later of the dates of filing of the Florida Articles of Merger pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act") and the Delaware Certificate of Merger pursuant to Section 605.1025 of the Florida Revised Limited Liability Company Act (the "Florida Act").
3. In accordance with the provisions of this Agreement, Section 18-209 of the Delaware Act, and Section 605.1022 the Florida Act, the Merging Entity shall be merged into the Surviving Entity.
4. Upon the Effective Date, the sole member of the Surviving Entity shall continue to own exactly the same membership interest in the Surviving Entity as it currently owns.
5. On the Effective Date, all of the membership interests of the Merging Entity shall be terminated and shall cease to exist.
6. The Certificate of Formation of the Surviving Entity in effect on the Effective Date shall remain the Certificate of Formation of the Surviving Entity until altered, amended or repealed. The Operating Agreement of the Surviving Entity in effect on the Effective Date shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed.
7. On the Effective Date, the separate existence of the Merging Entity shall cease, and the existence and the identity of the Surviving Entity, as the Surviving Entity, shall continue. The Surviving Entity shall thereupon succeed, without other transfer, to all of the rights and property of the Merging Entity and shall be subject to all of the debts and liabilities of the Merging Entity in the same manner as if the Surviving Entity had itself incurred them. All rights of creditors and all liens upon the property of the Merging Entity shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against the Merging Entity may be

prosecuted to judgment, which shall bind the Surviving Entity, and the Surviving Entity may be proceeded against or substituted in the place of the Merging Entity.

8. From time to time at and after the Effective Date as and when requested by the Surviving Entity or by its successors or assigns, the Merging Entity shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Entity, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, and its successors or assigns, title to and possession of all the rights and property referred to in Section 7 hereof and otherwise to carry out the intent and purposes of this Agreement. If the Surviving Entity shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Merging Entity acquired by the Surviving Entity pursuant to this Agreement, the Member of the Surviving Entity at that time is hereby specifically authorized as attorneys-in-fact of the Merging Entity (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Entity or otherwise, as such Member shall deem necessary or appropriate to accomplish such end.

9. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

10. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement as of the date hereof. Any amendment to this Agreement shall be approved by both the Merging Entity and the Surviving Entity.

11. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware. The filing requirements of the State of Delaware or the State of Florida, as applicable, shall govern all respective filings necessary or advisable to effect the intent and purposes of this Agreement.

12. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective shareholders or members, any rights or remedies under or by reason of this Agreement except as allowed by applicable laws of the State of Delaware.

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13. This Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement.

14. This Agreement may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the Delaware Secretary of State by mutual written agreement of the Merging Entity and the Surviving Entity.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the parties have executed this Agreement of Merger as of the 1<sup>st</sup> day of July, 2014.

Surviving Entity:

**MODERA WEALTH MANAGEMENT, LLC**  
a Delaware limited liability company  
By: MODERA CAPITAL, INC.  
a New Jersey corporation, Sole Member

By: Tom Orecchio  
Thomas Orecchio, President

Merging Entity:

**JOSEPH CAPITAL MANAGEMENT, LLC**  
a Florida limited liability company  
By: MODERA CAPITAL, INC.  
a New Jersey corporation, Sole Member

By: Tom Orecchio  
Thomas Orecchio, President