

m20000005639

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

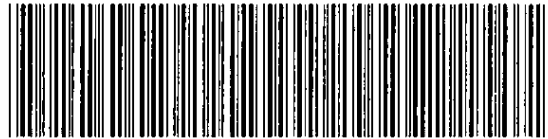
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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07/24/23--01011--017 **25.00

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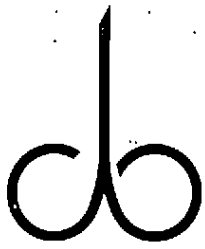
2023 JUL 24 PM 1:13

SECRETARY OF STATE
TALLAHASSEE, FL

Amend/Name Change

AUG 24 2023

D CUSHING



Central Licensing Bureau, Inc.

1501 NORTH UNIVERSITY
SUITE 550
LITTLE ROCK, ARKANSAS 72207-5271
www.centrallicensingbureau.com
(501) 664-8044
FAX - (501) 664-6182

BILL WOODYARD
President

July 18, 2023

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Dear Sir/Madam:

Enclosed please find the Application for Amended
Certificate of Authority for **ARGI Financial Group, LLC**
changing its name to **CP Risk Management Services LLC**.

Thank you for your consideration of this filing.

Sincerely,

Detra Reed
Licensing Division
dreed@centrallicensingbureau.com

/dr

Enclosures

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: ARGI Financial Group, LLC
Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Detra Reed
Name of Person

Central Licensing Bureau
Firm/Company

1501 N University, #550
Address

Little Rock, AR 72207
City/State and Zip Code

dreed@centrallicensingbureau.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Detra Reed at (501) 664-8044
Name of Person Area Code & Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

- ☐ \$25 Filing Fee ☐ \$30 Filing Fee & Certificate of Status ☐ \$55 Filing Fee & Certified Copy ☐ \$60 Filing Fee, Certificate of Status & Certified Copy

FILED

2023 JUL 24 PM 1:13

SECRETARY OF STATE
TALLAHASSEE, FL

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of

State: ARGI Financial Group, LLC

Enter new principal office address, if applicable: _____

(Principal office address
MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable: _____

(Mailing address
MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M20000005639

3. Jurisdiction of its organization: Kentucky

4. Date authorized to do business in Florida: June 23, 2020

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: CP Risk Management Services LLC
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____

Enter Florida Street Address

_____, Florida
City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(c), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>Manager</u>	<u>Christopher Curtis</u>	<u>33 Portshire Drive</u>	<input checked="" type="checkbox"/> Add
		<u>Lincolnshire, IL 60069</u>	<input type="checkbox"/> Remove
<u>Manager</u>	<u>Kelvin Hilden</u>	<u>1 Island Drive, Unit 19</u>	<input checked="" type="checkbox"/> Add
		<u>Norwalk, CT 06855</u>	<input type="checkbox"/> Remove
<u>Manager</u>	<u>Kurt Miscinski</u>	<u>7S520 Trails North</u>	<input checked="" type="checkbox"/> Add
		<u>Naperville, IL 60540</u>	<input type="checkbox"/> Remove
<u>Manager</u>	<u>Robert Seco</u>	<u>4 Hovermn Road</u>	<input checked="" type="checkbox"/> Add
		<u>Old Tappan, NJ 07675</u>	<input type="checkbox"/> Remove
<u>Manager</u>	<u>Joseph Surrell</u>	<u>2011 Villa View Court</u>	<input checked="" type="checkbox"/> Add
		<u>Jeffersonville, IN 47130</u>	<input type="checkbox"/> Remove

9. Attached is a certificate, if required: no more than 90 days old, evidencing the
aforementioned amendment(s), duly authenticated by the official having custody of records in the
jurisdiction under the law of which this entity is organized.

Joseph Surrell
Signature of the authorized representative

Joseph Surrell
Typed or printed name of signee

Filing Fee: \$25.00

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 293310

Visit <https://web.sos.ky.gov/fts/show/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

CP RISK MANAGEMENT SERVICES LLC

is a limited liability company duly organized and existing under KRS Chapter 14A and KRS Chapter 275, whose date of organization is November 18, 2005 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28th day of June, 2023, in the 232nd year of the Commonwealth.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
293310/0625967



Michael G. Adams
Secretary of State

Certificate

I, Michael G. Adams, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF ORGANIZATION OF

ARGI FINANCIAL GROUP LLC FILED NOVEMBER 18, 2005;

ARTICLES OF AMENDMENT FILED APRIL 20, 2015;

ARTICLES OF MERGER OF EMERALD ADVISORS GROUP LLC INTO ARGI
FINANCIAL GROUP LLC FILED AUGUST 18, 2017;

ARTICLES OF AMENDMENT CHANGING NAME TO CP RISK MANAGEMENT
SERVICES LLC FILED JUNE 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
Official Seal at Frankfort, Kentucky, this 14th day of July, 2023.



Michael G. Adams

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
kdc Coleman/0625967 - Certificate ID: 294135

COMMONWEALTH OF KENTUCKY
TREY GRAYSON
SECRETARY OF STATE



ARTICLES OF ORGANIZATION
Limited Liability Company

0625967.06 mstratton
LAOO
Trey Grayson
Secretary of State
Received and Filed
11/18/2005 3:11:53 PM
Fee Receipt: \$40.00

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer(s) hereby submit(s) the following Articles of Organization to the Secretary of State for filing:

Article I: The name of the limited liability company is
ARGI Financial Group LLC

Article II: The street address of the limited liability company's initial registered office in Kentucky is
8151 New LaGrange Road Louisville, KY 40222

and the name of the initial registered agent at that office is Ronald Butt

Article III: The mailing address of the limited liability company's initial principal office is
8151 New LaGrange Road Louisville, KY 40222

Article IV: The limited liability company is to be managed by:

- ☐ a manager or managers.
☒ its member(s). (must check one)

Executed by the Organizer(s) on November 14, 2005



Ronald Butt

Ronald Butt



Ronald Butt



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 584-3490
www.sos.ky.gov

Articles of Amendment
(Limited Liability Company)

LLA

0625967.06

balimonos
AMD

Allison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
4/20/2015 1:16 PM
Fee Receipt: \$40.00

Pursuant to the provisions of KRS 14A and KRS Chapter 275, the undersigned applicant applies to amend articles and, for that purpose, submits the following statements:

1. Name of the limited liability company on record with the Office of the Secretary of State is:

ARGI FINANCIAL GROUP, LLC

(Name must be identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article IV of the Articles of Organization is hereby
amended to read as follows: "The limited liability company is to be managed by a
Manager or Managers."

3. The date of adoption of each amendment was April, 2015

4. Mark the appropriate line in the following statement for the adoption of the amendment (check only one option):

The amendment(s) was/were duly adopted by the managers _____ or members ☒ in accordance with the articles of organization, the operating agreement of the limited liability company, or this chapter.

5. This amendment will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective cannot be prior to the date the application is filed. The date and/or time is _____

(Delayed effective date
ending time)

6. The individual signing these articles of amendment is a (check only one): Member _____ or Manager ☒.

We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

P. Joseph Reeves Manager 4/ /15
Signature of Member, Manager or Authorized Party Printed Name Title Date

Signature of Member, Manager or Authorized Party Printed Name Title Date

0625967.06

balimonos
SUR

Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
8/18/2017 11:48 AM
Fee Receipt: \$50.00

ARTICLES OF MERGER OF
EMERALD ADVISORS GROUP LLC
INTO
ARGI FINANCIAL GROUP LLC

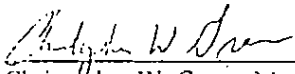
Pursuant to the provisions of KRS 275.360, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging **EMERALD ADVISORS GROUP LLC**, an Indiana limited liability company ("Target"), with and into **ARGI FINANCIAL GROUP LLC**, a Kentucky limited liability company ("Acquirer"), which shall be the surviving entity in the Merger.

- FIRST: The names of the Constituent Entities are EMERALD ADVISORS GROUP LLC and ARGI FINANCIAL GROUP LLC. Target is a limited liability company organized under the laws of the State of Indiana. Acquirer is a limited liability company organized under the laws of the Commonwealth of Kentucky.
- SECOND: The Agreement and Plan of Merger duly authorized and approved by the Constituent Entities is attached hereto as Exhibit A and is hereby incorporated by reference as a part of these Articles of Merger.
- THIRD: The name of the surviving business entity from and after the Effective Date is ARGI FINANCIAL GROUP LLC.
- FOURTH: The Plan of Merger was duly authorized and approved by the Constituent Entities in accordance with KRS 275.350.
- FIFTH: The merger shall take effect upon the effective date of the filing of these Articles of Merger with the Kentucky Secretary of State.

[SIGNATURES ON FOLLOWING PAGE]

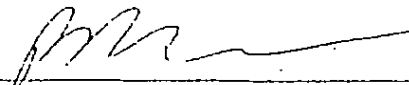
Dated: August 1, 2017

EMERALD ADVISORS GROUP LLC

By: 
Christopher W. Green, Manager


("Target")

ARGI FINANCIAL GROUP LLC

By: 
Patrick J. Reeves, Manager

AND

By: ARGI HOLDINGS, INC., Manager of ARGI Financial
Group LLC

By: 
Patrick J. Reeves, President

("Acquirer")

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated the 1st day of August, 2017, is by and among **ARGI HOLDINGS, INC.**, a Kentucky corporation ("Parent"), **ARGI FINANCIAL GROUP, LLC**, a Kentucky limited liability company ("Merger Sub"), and **EMERALD ADVISORS GROUP, LLC**, an Indiana limited liability company ("Target"). This Agreement contemplates a tax-free merger of Target into Merger Sub and the issuance of Parent stock to Target shareholders in a reorganization pursuant to IRC § 368(a)(2)(D).

WHEREAS, Merger Sub is a single member limited liability company duly organized and existing under the laws of the Commonwealth of Kentucky and is disregarded for Federal tax purposes; and

WHEREAS, Target is a limited liability company duly organized and existing under the laws of the State of Indiana and has made an election to be taxed as an S corporation for Federal tax purposes; and

WHEREAS, pursuant to the terms of this Agreement and certain related documents, the parties desire to merge Target into Merger Sub so that Merger Sub is the surviving entity (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following.

1. Merger.

1.1. The Merger. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Commonwealth of Kentucky business Corporations Act, Commonwealth of Kentucky Limited Liability Company Act and the Indiana Limited Liability Company Act, Target will merge with and into Merger Sub and Merger Sub shall file this Agreement and Plan of Merger with the Secretary of State of the Commonwealth of Kentucky in accordance with the provisions of that State's law and shall make all other filings or recordings required by that State in connection with the Merger, and shall file this Agreement and Plan of Merger with the Secretary of State of the State of Indiana in accordance with the provisions of that State's law and shall make all other filings or recordings required by that State in connection with the Merger. The Merger shall become effective upon the later filing of such Agreement and Plan of Merger with the Secretary of State of the Commonwealth of Kentucky, or at such later time as may be provided for in such Agreement and Plan of Merger (the "Effective Time"). Upon the Effective Time, the separate corporate existence of Target shall cease and Merger Sub shall be the surviving corporation (the "Surviving Entity").

1.2. Conditions to the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a). This Agreement shall have been ratified by the sole Member of Merger Sub, that is, Parent, in accordance with the applicable Kentucky law and the organizational documents of Merger Sub;

(b). This Agreement shall have been adopted by the holders of at least a majority of the outstanding voting power of Target in accordance with applicable Indiana law and the organizational documents of Target.

1.3. Transfer, Conveyance, and Assumption. At the Effective Time, Merger Sub shall continue in existence as the Surviving Entity and, without further transfer, succeed to and possess all rights, privileges, powers, and franchises of Target, and all of the assets and property of whatever kind and character of Target shall vest in Merger Sub as the Surviving Entity without further deed; thereafter, Merger Sub, as the Surviving Entity, shall be liable for all of the liabilities and obligations of Target and any claim or judgment against Target may be enforced against Merger Sub as the Surviving Entity.

1.4. Articles of Organization; Operating Agreement.

(a). From and after the Effective Date, the Articles of Organization of Merger Sub shall be the Articles of Organization of the Surviving Entity.

(b). From and after the Effective Date, the Operating Agreement of Merger Sub shall be the Operating Agreement of the Surviving Entity.

1.5. Managers and Officers of the Surviving Entity. From and after the Effective Time, the Managers and officers of Merger Sub serving as Managers or officers of Merger Sub immediately prior to the Effective Time shall be the Managers and officers of the Surviving Entity.

2. Conversion of Membership Interest. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of Target, other than shares of dissenting stockholders under the State of Indiana law, the issued and outstanding membership interests of Target shall be converted into 11,283.59 shares of Parent stock (the "Merger Securities").

3. Representations and Warranties.

3.1. Representations and Warranties of Target. Target hereby represents and warrants as follows.

(a). Organization and Qualification. Target is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Indiana, and has all the requisite power and authority to own, lease, and operate its properties and assets, and to carry on business as it is now being conducted. Target is duly qualified to do business as a foreign person and is in good standing in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary.

(b). Authority of Target. Target has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the

transactions contemplated hereby. The execution and delivery by Target of this Agreement, the performance by Target of its obligations hereunder and the consummation by Target of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Target. This Agreement has been duly executed and delivered by Target, and (assuming due authorization, execution and delivery by each other party hereto) this Agreement constitutes a legal, valid and binding obligation of Target enforceable against Target in accordance with its terms.

(c). No Conflicts; Consents. The execution, delivery and performance by Target of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles of Organization, Operating Agreement or other organizational documents of Target; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Target; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract or permit to which Target is a party or by which Target is bound; or (d) result in the creation or imposition of any encumbrance on Target. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Target in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Any dissenter's rights afforded to the Members under Indiana law or otherwise have been waived.

(d). Capitalization. Christopher Green owns 100% of the issued and outstanding membership interests of Target. All of the issued and outstanding membership interest of Target are duly authorized, validly issued, fully paid and non-assessable.

(e). Financial Statements. Target has made available to Merger Sub its unaudited balance sheet (the "Balance Sheet") of the Company as of December 31, 2015 and the interim Balance Sheet of Target as of June 30, 2016 (the "Balance Sheet Date") and the related unaudited income statement for the fiscal year ended December 31, 2015 and the interim income statement as of June 30, 2016. All such financial statements (the "Financial Statements") have been prepared from the books and records of Target. The Financial Statements have been prepared on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse). The Financial Statements are based on the books and records of Target, and fairly present in all material respects the financial condition of Target as of the respective dates they were prepared and the results of the operations of Target's business for the periods indicated.

(f). Undisclosed Liabilities. Target has no Liabilities with respect to Target's business, except (a) those which are adequately reflected or reserved against in the Balance Sheet, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

(g). Absence of Certain Changes, Events and Conditions. Since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been any:

(i). event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii). redemption, purchase or acquisition of any membership interest in the Target;

(iii). material change in any method of accounting or accounting practice for Target's business;

(iv). material change in cash management practices and policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts receivable, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(v). entry into any contract that would constitute a Material Contract;

(vi). incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with Target's business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(vii). transfer, assignment, sale or other disposition of any of assets shown or reflected in the Balance Sheet;

(viii). cancellation of any debts or claims or amendment, termination or waiver of any rights constituting assets of Target's business;

(ix). transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any intellectual property;

(x). material damage, destruction or loss, or any material interruption in use, of any assets, whether or not covered by insurance;

(xi). acceleration, termination, material modification to or cancellation of any contract or permit;

(xii). material capital expenditures;

(xiii). imposition of any encumbrance upon any of Target's assets;

(xiv). (A) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, managers, members, independent contractors

or consultants of Target's business, other than as provided for in any written agreements or required by applicable law, (B) change in the terms of employment for any employee of Target or any termination of any employees, or (C) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, manager, member, consultant or independent contractor of Target;

(xv). adoption, modification or termination of any: (A) employment, severance, retention or other agreement with any current or former employee, officer, director, manager, member, independent contractor or consultant of Target, or (B) any employee benefit plan;

(xvi). any loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, managers, members, officers or employees of Target;

(xvii). except for this Agreement, adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy law or consent to the filing of any bankruptcy petition against it under any similar law; or

(xviii). any contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

(b). Material Contracts.

(i). Target has made available to Merger Sub a list of all contracts (A) by which any of Target's assets are bound or affected or (B) to which Target is a party or by which it is bound in connection with its business or assets (such contracts being "Material Contracts").

(ii). Each Material Contract is valid and binding on Target in accordance with its terms and is in full force and effect. None of Target or, to Target's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Merger Sub.

(i). Title to Assets. Target has good and valid title to, or a valid leasehold interest in, all of Target's assets. All such assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "Permitted Encumbrances"):

(i). liens for taxes not yet due and payable;

(ii). easements, rights of way, zoning ordinances and other similar encumbrances affecting real property which are not, individually or in the aggregate, material to Target's business or assets, which do not prohibit or interfere with the current operation of any real property and which do not render title to any real property unmarketable; or

(iii). liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to Target's business or assets.

(i). Condition and Sufficiency of Assets. Target's assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business as currently conducted. None of the Excluded Assets are material to the business.

(k). Real Property.

(i). Target has delivered to Merger Sub copies of the deeds and other instruments (as recorded) by which Target acquired each parcel of real property owned by Target, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Target with respect to such parcel.

(ii). Target has delivered to Merger Sub a true and complete copy of each lease for each parcel of real property leased by Target and used in or necessary for the conduct of Target's business. With respect to each lease:

(A). such lease is valid, binding, enforceable and in full force and effect, and Target enjoys peaceful and undisturbed possession of the leased property;

(B). Target is not in breach or default under such lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Target has paid all rent due and payable under such lease;

(C). Target has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Target under any of the leases and, to the knowledge of Target, no other party is in default thereof, and no party to any lease has exercised any termination rights with respect thereto;

(D). Target has not subleased, assigned or otherwise granted to any Person the right to use or occupy such leased property or any portion thereof; and

(E). Target has not pledged, mortgaged or otherwise granted an encumbrance on its leasehold interest in any leased property, or same can be paid or released at Closing.

(iii). Target has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory laws affecting Target's real property, (ii) existing, pending or threatened condemnation proceedings affecting such real property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate such real property as currently operated. Neither the whole nor any material portion of such Real Property has been damaged or destroyed by fire or other casualty.

(l). Accounts Receivable. The Accounts Receivable reflected on the Interim Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Target involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of Target not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the business, are collectible in full within 90 days after billing.

(m). Customers. Target has not received any notice, and has no reason to believe, that any of the Material Customers has ceased, or intends to cease after the Closing, to use the goods or services of the business or to otherwise terminate or materially reduce its relationship with the business.

(n). Insurance. There are no claims related to the business or assets pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Target has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. True and complete copies of the Insurance Policies have been made available to Merger Sub.

(o). Legal Proceedings; Governmental Orders. There are no legal actions pending or, to Target's knowledge, threatened against or by Target (i) relating to or affecting Target's business or assets; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such action. There are no outstanding governmental orders and no unsatisfied judgments, penalties or awards against, relating to or affecting Target's business.

(p). Compliance With Laws; Permits. Target has complied, and is now complying, with all laws applicable to the conduct of Target's business as currently conducted or

the ownership and use of Target's assets. All permits required for Target to conduct its business as currently conducted or for the ownership and use of its assets have been obtained by Target and are valid and in full force and effect.

(q). Employee Benefit Matters. Target does not have any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Target for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of Target's business or any spouse or dependent of such individual, or under which Target or any of its ERISA affiliates has or may have any liability, or with respect to which Merger Sub or any of its affiliates would reasonably be expected to have any liability, contingent or otherwise.

(r). Employment Matters. Target has provided Merger Sub with a list of all persons who are employees, independent contractors or consultants of Target's business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions and bonuses payable to all employees, independent contractors or consultants of the business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Target with respect to any compensation, commissions or bonuses. Target shall protect, defend and indemnify Merger Sub from any wage lien claims of Target's employees arising from or triggered by this Agreement.

(s). Taxes. All tax returns with respect to Target's business required to be filed by Target for any pre-Closing tax period have been, or will be, timely filed. Such tax returns are, or will be, true, complete and correct in all respects. All taxes due and owing by Target (whether or not shown on any tax return) have been, or will be, timely paid. Target has withheld and paid each tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable law.

(t). Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other document based upon arrangements made by or on behalf of Target.

(u). Full Disclosure. No representation or warranty by Target in this Agreement or any certificate or other document furnished or to be furnished to Merger Sub

pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

3.2. Representations and Warranties of Merger Sub. Merger Sub hereby represents and warrants that:

(a). It is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky, and has all the requisite power and authority to own, lease, and operate its properties and assets, and to carry on business as it is now being conducted;

(b). It is duly qualified to do business as a foreign person, and is in good standing in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c). It is not in violation of any provisions of its Articles of Organization or Operating Agreement; and

(d). It has full corporate power and authority to execute and deliver this Agreement and consummate the Merger and the other transactions contemplated by this Agreement.

3.3. Securities Act and State Securities Laws. Parent will take such further action it deems necessary to reasonably rely on exemptions for sales of securities under the Securities Act of 1933, as amended, with respect to the issuance of the Merger Securities. Parent will take all actions that may be necessary, proper, or advisable under the state securities laws in connection with the offering and issuance of the Merger Securities.

4. Covenants.

4.1. Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Merger Sub (which consent shall not be unreasonably withheld or delayed), Target shall (x) conduct its business in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the business. Without limiting the foregoing, from the date hereof until the Closing Date, Target shall:

(a). preserve and maintain all permits required for the conduct of the business as currently conducted or the ownership and use of its assets;

(b). pay the debts, taxes and other obligations of the business when due;

(c). continue to collect accounts receivable in a manner consistent with past practice, without discounting such accounts receivable;

(d). maintain the properties and assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(e). continue in full force and effect without modification all Insurance Policies, except as required by applicable law;

(f). perform all of its obligations under all Material Contracts;

(g). maintain the books and records in accordance with past practice; and

(h). comply in all material respects with all laws applicable to the conduct of the business.

4.2. Access to Information. From the date hereof until the Closing, Target shall (a) afford Merger Sub and its Representatives full and free access to and the right to inspect Target, its business, and other documents and data related to the business; (b) furnish Merger Sub and its Representatives with such financial, operating and other data and information related to the business as Merger Sub or any of its Representatives may reasonably request; and (c) instruct the Representatives of Target to cooperate with Merger Sub in its investigation of the business. Any investigation pursuant to this Section 4.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Target. No investigation by Merger Sub or other information received by Merger Sub shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Target in this Agreement.

4.3. Notice of Certain Events.

(a). From the date hereof until the Closing, Target shall promptly notify Merger Sub in writing of:

(i). any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Target hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in ~~Error! Reference source not found.~~Section 5.1, 5.2 or 5.3, as applicable to Target, to be satisfied;

(ii). any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii). any notice or other communication from any governmental authority in connection with the transactions contemplated by this Agreement; and

(iv). any legal actions commenced or, to Target's knowledge, threatened against, relating to or involving or otherwise affecting Target's business or assets that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to this Agreement.

(b). Merger Sub's receipt of information pursuant to this Section 4.3 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Target in this Agreement.

4.4. Governmental Approvals and Consents. Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all governmental authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

4.5. Public Announcements. No party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

5. Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Members or Managers of Target or the Managers of Merger Sub, notwithstanding the adoption of this Agreement by the Members of Target or Merger Sub.

6. Further Assurances as to Target. If, at any time after the Effective Time, Merger Sub shall consider or be advised that any further assignment, conveyance, or assurance in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm in Merger Sub its right, title, or interest in, to, or under any of the rights, properties, or assets of Target acquired or to be acquired by Merger Sub as a result of or in connection with the Merger, or (2) otherwise carry out the purposes of this Agreement, Target and its Members, Managers and officers shall be deemed to have granted to Merger Sub an irrevocable power of attorney to execute and deliver all such proper deeds, assignments, and assurances in law and to do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in Merger Sub, and otherwise carry out the purposes of this Agreement; and the Managers and officers of Merger Sub are fully authorized in the name of Target or otherwise to take any and all such action.

7. Miscellaneous.

7.1. Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified, or supplemented by the Managers of Target and Merger Sub, whether before or after the adoption of this Agreement by the Members of Target and Merger Sub; provided, however, that after any such adoption, there shall not be made any amendment that by law or applicable operating agreement requires the further approval by such Members of Target or Merger Sub. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Target, Merger Sub, and Parent.

7.2. No Waivers. No failure or delay by any party hereto exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

7.3. Assignment; Third-Party Beneficiaries. Neither this Agreement nor any right, interest, or obligation hereunder shall be assigned to any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

7.4. Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted, and enforced in accordance with and pursuant to, the laws of the Commonwealth of Kentucky.

7.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

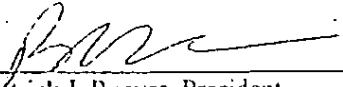
7.6. Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of the agreement with respect to the subject matter hereof and are intended as the complete and exclusive statement of the terms and conditions of that agreement, and there are no other agreements or understandings, written or oral, among the parties relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

7.7. Service of Process. The Surviving Entity agrees that it may be served with process in the State of Indiana in any proceeding for enforcement of any obligation of any constituent corporation of that State, as well as for enforcement of any obligation of the Surviving Entity arising from the Merger, and does hereby irrevocably appoint the Secretary of State of the State of Indiana as its agent to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Indiana is as follows: 2110 High Wickham Place, Louisville, Kentucky 40245.

[SIGNATURE PAGE FOLLOWS:]

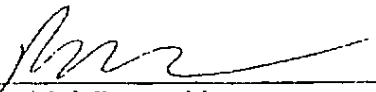
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first stated above.

ARGI HOLDINGS, INC.

By: 
Patrick J. Reeves, President

("Parent")

ARGI FINANCIAL GROUP, LLC

By: 
Patrick J. Reeves, Manager

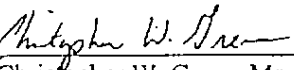
AND

By: ARGI HOLDINGS, INC., Manager of
ARGI Financial Group LLC

By: 
Patrick J. Reeves, President

("Merger Sub")

EMERALD ADVISORS GROUP, LLC

By: 
Christopher W. Green, Manager

("Target")



COMMONWEALTH OF KENTUCKY
MICHAEL G. ADAMS, SECRETARY OF STATE

0625967.06

m Moore
AMD

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
6/21/2023 8:32 AM
Fee Receipt: \$40.00

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Amendment
(Limited Liability Company)

LLA

Pursuant to the provisions of KRS 14A and KRS Chapter 275, the undersigned applicant applies to amend articles and, for that purpose, submits the following statements:

1. The name of the limited liability company on record with the Office of the Secretary of State is:

ARGI Financial Group LLC

(Name must be identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article I is amended in its entirety to read:

"The name of the limited liability company is CP Risk Management Services LLC."

3. The date of adoption of each amendment was 06/21/2023.

4. Mark the appropriate line in the following statement for the adoption of the amendment (check only one option):

The amendment(s) was/were duly adopted by the managers ☒ or members ☐ in accordance with the articles of organization, the operating agreement of the limited liability company, or this chapter.

5. This amendment will be effective upon filing.

6. The individual signing these articles of amendment is a (check only one): Member ☐ or Manager ☒.

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Robert J. Seco

GC of Certy Partners LLC

Signature of Member, Manager or Authorized Party

Printed Name

Title

Date

Signature of Member, Manager or Authorized Party

Printed Name

Title

Date