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EFFECTIVE DATE12/31/15**ARTICLES OF MERGER**

The following Articles of Merger are submitted to merge the following entities in accordance with Chapter 607, *Florida Statutes*, and Chapter 275, *Kentucky Revised Statutes*:

FIRST: The name, form/entity type and jurisdiction of formation of each of the merging parties are as follows:

ALCO ACQUISITION LLC, a Kentucky limited liability company ("AALLC");

BENCO ACQUISITION LLC, a Kentucky limited liability company ("BALLC");

ALCO ASSOCIATES, INC., a Florida corporation ("AAINC"); and

BENCO INSURANCE PLANNERS, INC., a Florida corporation.

SECOND: The surviving entity is BENCO INSURANCE PLANNERS, INC., a Florida corporation (the "Surviving Corporation").

THIRD: The attached Agreement and Plan of Merger has been authorized, approved and executed by AALLC, BALLC, AAINC and the Surviving Corporation in accordance with the applicable provisions of Chapter 607, *Florida Statutes*.

FOURTH: The attached Agreement and Plan of Merger has been authorized, approved and executed by AALLC, BALLC, AAINC and the Surviving Corporation in accordance with the applicable provisions of Section 275.350, *Kentucky Revised Statutes* (and all other applicable provisions).

FIFTH: The Surviving Corporation is not a business entity organized under the laws of the Commonwealth of Kentucky. Accordingly, in compliance with Section 275.360(1)(f), *Kentucky Revised Statutes*, the Surviving Corporation hereby:

(a) Agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of any constituent business entity party to the merger that was organized under the laws of the Commonwealth of Kentucky, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger; and

(b) Appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. The address to which a copy of the process shall be mailed to the Surviving Corporation by the Secretary of State of the Commonwealth of Kentucky is: Benco Insurance Planners, Inc., 29750 U.S. Highway 19 North, Suite 203, Clearwater, Florida 33761.

SIXTH: The Articles of Incorporation and Bylaws of the Surviving Corporation as they existed immediately prior to giving effect to the merger shall survive the merger until the

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same shall thereafter be further amended or repealed as provided therein and by applicable law. No amendments to the Articles of Incorporation of the Surviving Corporation are desired to be effected by the merger.

SEVENTH: The merger is to become effective as of 11:59 p.m. (Eastern Standard Time) on December 31, 2015.

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 29th day of December, 2015.

ALCO ACQUISITION LLC,
a Kentucky limited liability company



By: _____
John R. Koko, Manager and Member

BENCO ACQUISITION LLC,
a Kentucky limited liability company



By: _____
John R. Koko, Manager and Member

ALCO ASSOCIATES, INC.,
a Florida corporation



By: _____
John R. Koko, President

BENCO INSURANCE PLANNERS, INC.,
a Florida corporation



By: _____
John R. Koko, President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 29th day of December, 2015, is made and entered into by and among **ALCO ACQUISITION LLC**, a Kentucky limited liability company ("AALLC"), **BENCO ACQUISITION LLC**, a Kentucky limited liability company ("BALLC"), **ALCO ASSOCIATES, INC.**, a Florida corporation ("AAINC"), and **BENCO INSURANCE PLANNERS, INC.**, a Florida corporation (the "Surviving Corporation"). AALLC, BALLC, AAINC and the Surviving Corporation are sometimes referred to herein as the "Constituent Companies."

WITNESSETH:

WHEREAS, AALLC is a limited liability company duly organized under the laws of the State of Kentucky; and

WHEREAS, BALLC is a limited liability company duly organized under the laws of the State of Kentucky; and

WHEREAS, AAINC is a corporation duly incorporated under the laws of the State of Florida; and

WHEREAS, the Surviving Corporation is a corporation duly incorporated under the laws of the State of Florida; and

WHEREAS, the owners of each of the Constituent Companies deem it advisable for the general welfare of such Constituent Companies that each and all of AALLC, BALLC and AAINC be merged with and into the Surviving Corporation, which Surviving Corporation shall be the surviving entity; and

WHEREAS, for state law purposes, the transaction shall qualify as a statutory merger under the laws of the States of Florida and Kentucky;

NOW, THEREFORE, the Constituent Companies hereby agree that each and all of AALLC, BALLC and AAINC shall be merged with and into the Surviving Corporation in accordance with the applicable laws of the States of Florida and Kentucky and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I**The Constituent Companies**

The names of the Constituent Companies to the merger are **ALCO ACQUISITION LLC** (Kentucky Organization No. 0582374), **BENCO ACQUISITION LLC** (Kentucky Organization No. 0582373), **ALCO ASSOCIATES, INC.** (Florida Document No. H13052) and **BENCO INSURANCE PLANNERS, INC.** (Florida Document No. H70498).

ARTICLE II**The Merger**

On the Effective Date (as hereinafter defined), each and all of AALLC, BALLC and AAINC shall be merged with and into the Surviving Corporation (the "Merger"), upon the terms

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and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Chapter 607, *Florida Statutes* (the "Florida Act"), and Chapter 275, *Kentucky Revised Statutes* (the "Kentucky Act").

ARTICLE III

Effect of Merger

From and after the filing of the Articles of Merger with the Florida Secretary of State in accordance with Article VIII hereof, the Constituent Companies shall be a single corporation which shall be the Surviving Corporation. From and after such filing, the separate existence of each and all of AALLC, BALLC and AAINC shall cease, while the existence of the Surviving Corporation shall continue unaffected and unimpaired. The Surviving Corporation shall have all of the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation incorporated under the Florida Act. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest therein vested in any of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by such Merger. The Surviving Corporation shall retain limited liability under applicable law.

ARTICLE IV

Articles of Incorporation and Bylaws of the Surviving Corporation

The Articles of Incorporation and Bylaws of the Surviving Corporation as they existed immediately prior to giving effect to the Merger shall survive the Merger, and until the same shall thereafter be further amended or repealed as provided therein and by applicable law (*i.e.*, no amendments to the Articles of Incorporation and Bylaws of the Surviving Corporation are being effected by the Merger).

The person who shall serve as the sole Director of the Surviving Corporation shall be:

Name	Address
John R. Koko	29750 U.S. Highway 19 N., Suite 203 Clearwater, FL 33761

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The person who shall serve as the officers of the Surviving Corporation and the offices in which he shall serve are as follows:

Name	Office	Address
John R. Koko	President, Secretary and Treasurer	29750 U.S. Highway 19 N., Suite 203 Clearwater, FL 33761

ARTICLE V

Treatment of Ownership Interests of Constituent Companies

By virtue of the Merger and without any action on the part of the owners of the Constituent Companies thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the ownership in the Constituent Companies shall be treated in the following manner:

1. Each outstanding share of the common stock of the Surviving Corporation owned immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, continue in existence as a share of the common stock of the Surviving Corporation.

2. Each outstanding share of the stock of AAINC owned immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no shares of stock of the Surviving Corporation shall be issued therefor.

3. Each outstanding membership interest of AALLC owned immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no shares of stock of the Surviving Corporation shall be issued therefor.

4. Each outstanding membership interest of BALLC owned immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no shares of stock of the Surviving Corporation shall be issued therefor.

ARTICLE VI

Further Assurance

If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of each or any of AALLC, BALLC and/or AAINC, the last acting Managers of AALLC and BALLC and the last acting President of AAINC shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

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ARTICLE VII
Approvals

This Agreement and Plan of Merger shall be approved by the Boards of Directors of the Surviving Corporation and AAINC, and submitted to the shareholders thereof for approval as provided by the Florida Act. This Agreement and Plan of Merger shall be approved by the Managers and Members of AALLC and BALLC as provided by the Kentucky Act. If duly adopted, Articles of Merger meeting the requirements of the Florida Act and the Kentucky Act shall be filed immediately with the Florida Secretary of State and the Kentucky Secretary of State.

ARTICLE VIII
Effective Date

The Merger of each and all of AALLC, BALLC and AAINC with and into the Surviving Corporation shall become effective as of 11:59 p.m. (Eastern Standard Time) on December 31, 2015 in accordance with the Florida Act and the Kentucky Act. The date and time on which the Merger shall become effective is herein called the "Effective Date."

ARTICLE IX
Covenants of AALLC

AALLC covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE X
Covenants of BALLC

BALLC covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership interests or rights to acquire any such membership interests prior to the Effective Date.

ARTICLE XI
Covenants of AAINC

AAINC covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any new shares of stock or rights to acquire any such shares of stock prior to the Effective Date.

ARTICLE XII
Covenants of the Surviving Corporation

The Surviving Corporation covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any new shares of stock or rights to acquire any such shares of stock prior to the Effective Date.

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**ARTICLE XIII
Termination**

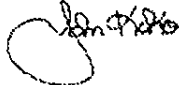
Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by any of the Constituent Companies at any time prior to the filing of the Articles of Merger with the Florida Secretary of State and the Kentucky Secretary of State.

**ARTICLE XIV
Counterparts**

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

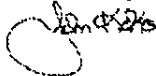
IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized Manager or officer, as applicable, on the day and year above written.

ALCO ACQUISITION LLC,
a Kentucky limited liability company



By: _____
John R. Koko, Manager

BENCO ACQUISITION LLC,
a Kentucky limited liability company



By: _____
John R. Koko, Manager

ALCO ASSOCIATES, INC.,
a Florida corporation

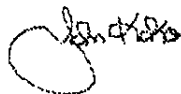


By: _____
John R. Koko, President

BENCO INSURANCE PLANNERS, INC.,
a Florida corporation

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A handwritten signature in dark ink, appearing to read "John R. Koko", is written over a circular stamp or seal.

By: _____

John R. Koko, President

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