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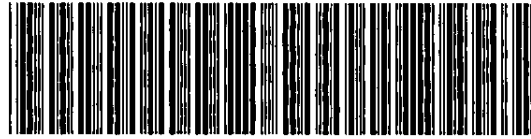
(Business Entity Name)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED

C. LEWIS  
JUN 16 2014  
EXAMINER

# Heley Duncan & Melander PLLP

Attorneys at Law  
8500 Normandale Lake Boulevard  
Suite 2110  
Minneapolis, Minnesota 55437  
Main (952) 841-0001  
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Timothy R. Duncan	Donald R. McNeil
Eric R. Heiberg	Jeffrey A. Scott
Mark J. Heley*†	Brian W. Varland
Steven R. Little	Justin J. DeYonge, P.E.
	Willem F. van Vliet (1924-1996)

May 29, 2014

Florida Department of State  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Re: Vision Marketing Group & Associates, Inc., a Florida Corporation  
Midwest Financial Specialists, Inc., a Minnesota corporation  
Vision Marketing Group & Associates, LLC, a Minnesota limited liability company

Articles of Merger

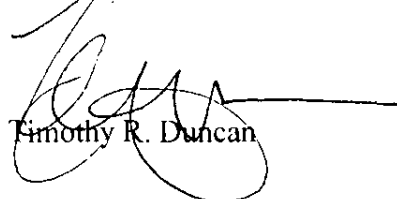
Dear Sir/Madam:

Enclosed for filing, please find the Articles of Merger of Midwest Financial Specialists, Inc. and Vision Marketing Group and Associates, LLC, a Minnesota limited liability company with Vision Marketing Group & Associates, Inc., a Florida corporation. Also enclosed is our firm's check in the amount of \$95.00 for the filing fee as well as a self-addressed stamped envelope for your use.

Should you have any additional questions or seek further information with respect to the enclosed documents, please feel free to contact Timothy R. Duncan at 952-841-0001 (tduncan@heleyduncan.com). Thank you.

Sincerely,

HELEY, DUNCAN & MELANDER, PLLP



Timothy R. Duncan

pp  
Enclosure

\* Also Admitted in Wisconsin  
† Also Admitted in North Dakota  
‡ Also Admitted in Missouri

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## ARTICLES OF MERGER

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THESE ARTICLES OF MERGER** relate to the merger of Midwest Financial Specialists, Inc., a Minnesota corporation and Vision Marketing Group and Associations, LLC, a Minnesota limited liability company (collectively, the "**MERGING COMPANIES**") with and into Vision Marketing Group & Associates, Inc., a Florida corporation (the "**SURVIVING CORPORATION**").

P13000065748

The Merging Companies and the Surviving Corporation hereby adopt the following Articles of Merger:

1. Applicable Law. These Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act, Section 322B.73 of the Minnesota Limited Liability Company Act, and Section 302A.615 of the Minnesota Business Corporation Act.
2. Name of Surviving Corporation. The name and jurisdiction of the Surviving Corporation is Vision Marketing Group & Associates, Inc., a Florida corporation, Document No. P13000065748. The Surviving Corporation is a for-profit corporation organized under the laws of the State of Florida.
3. Merging Companies. The names and jurisdiction of the Merging Companies are: Midwest Financial Specialists, Inc., a Minnesota corporation, Document No. 10H-901 and Vision Marketing Group & Associates, LLC, a Minnesota limited liability company, Document No. 19825-LLC. Both of the Merging Companies are for-profit companies organized under the laws of the State of Minnesota.
4. Plan of Merger. Attached hereto and incorporated herein by reference as **Exhibit A** is an executed Plan and Agreement of Merger for merging the Merging Companies with the Surviving Corporation.
5. Effective Date. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State and the Minnesota Secretary of State.
6. Adoption of Merger by Surviving Corporation. The Plan of Merger was adopted by the shareholders and directors of the Surviving Corporation on December 31, 2013.
7. Adoption of Merger by Merging Companies. The Plan and Agreement of Merger was adopted by the shareholders and directors of Midwest Financial Specialists, Inc. on December 31, 2013. The Plan and Agreement of Merger was adopted by the Members and Board of Governors of Vision Marketing Group & Associates, LLC on December 31, 2013.
8. Surviving Corporation Name. The Surviving Corporation will continue its existence as a Surviving Corporation under the name Vision Marketing Group & Associates, Inc. pursuant to the provisions of the Florida Business Corporation Act.

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9. Surviving Corporation Acknowledgement. The Surviving Corporation acknowledges, that as a Florida corporation, following the merger pursuant to these Articles of Merger, as follows:

a. As the Surviving Corporation following the merger, the Surviving Corporation may be served with process in the State of Minnesota in any proceeding for the enforcement of any obligation of the Merging Companies or the Surviving Corporation and in a proceeding for any enforcement of the rights of a dissenting shareholder or a dissenting member of the Merging Companies against the Surviving Corporation.

b. That the Surviving Corporation revocably appoints, effective at the effective date of the merger, the Secretary of State of Minnesota as its agent to accept service of process in any proceeding, and the address to which process may be forwarded is 1490 North Federal Highway, Pompano Beach, Florida 33084; and

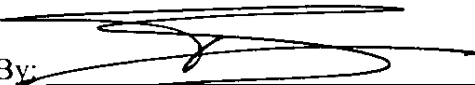
c. That the Surviving Corporation will promptly pay to the dissenting shareholders or members of the Merging Companies the amounts, if any, to which they are entitled under the provisions of Sections 302A.473 or 332B.386 of the Minnesota Business Corporation Act, or Minnesota Limited Liability Company Act, as applicable, with respect to the rights of dissenting shareholders or members.

**IN WITNESS WHEREOF**, these Articles of Merger have been executed as of the date set forth below.

**MERGING COMPANIES:**

MIDWEST FINANCIAL SPECIALISTS, INC.

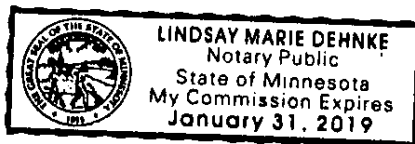
Dated: May 14, 2014.

By:   
Anthony Fiorillo, Director and President

STATE OF Minnesota )  
 ) SS.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 14 day of May, 2014, by Anthony Fiorillo, the President of MIDWEST FINANCIAL SPECIALISTS, INC., a Minnesota corporation, on behalf of the corporation.

  
Notary Public



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AND  
FILED

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VISION MARKETING GROUP & ASSOCIATES,  
LLC HASSEE, FLORIDA

Dated: May 14, 2014.

By: 

Anthony Fiorillo, Governor and President

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 14 day of May, 2014, by Anthony Fiorillo, the President of VISION MARKETING GROUP & ASSOCIATES, LLC, a Minnesota corporation, on behalf of the corporation.

  
Notary Public



**SURVIVING COMPANY:**

VISION MARKETING GROUP & ASSOCIATES,  
INC.

Dated: May 14, 2014.

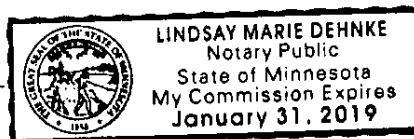
By: 

Anthony Fiorillo, Director and President

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 14 day of May, 2014, by Anthony Fiorillo, the President of VISION MARKETING GROUP & ASSOCIATES, INC., a Minnesota corporation, on behalf of the corporation.

  
Notary Public



trd clients Vision FL-Articles of Merger

APPROVED  
AND  
FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
VISION MARKETING GROUP & ASSOCIATES, INC., A FLORIDA  
CORPORATION WITH  
MIDWEST FINANCIAL SPECIALISTS, INC., A MINNESOTA  
CORPORATION, AND  
VISION MARKETING GROUP & ASSOCIATES, LLC, A MINNESOTA  
LIMITED LIABILITY COMPANY**

**THIS PLAN AND AGREEMENT OF MERGER** (hereafter "AGREEMENT"), is dated December 31, 2013, by and between **Vision Marketing Group & Associates, Inc.**, a Florida corporation (hereafter "SURVIVING COMPANY"), and **Midwest Financial Specialists, Inc.**, a Minnesota corporation and **Vision Marketing Group & Associates, LLC**, a Minnesota limited liability company (collectively the "MERGED COMPANIES"), with all companies hereafter collectively referred to as the "CONSTITUENT COMPANIES."

**WITNESSETH:**

**WHEREAS**, the Surviving Company is a Florida corporation duly organized and existing under the laws of the State of Florida, on August 6, 2013, Document No. P13000065748. Midwest Financial Specialists, Inc. is a Minnesota corporation duly organized and existing under the laws of the State of Minnesota on September 22, 1998, Document No. 10H-901. Vision Marketing Group & Associates, LLC, is a Minnesota limited liability company duly organized and existing under the laws of the State of Minnesota on December 13, 2000;

**WHEREAS**, the Constituent Companies desire to adopt and implement this Agreement providing for the merger of the Constituent Companies (the "Merger") pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986;

**WHEREAS**, on December 31, 2013 the Boards of Governors and/or Board of Directors of the Constituent Companies deemed it advisable for the general welfare and advantage of the Constituent Companies and their respective members and/or shareholders that the Constituent Companies merge into a single corporation pursuant to this Agreement and the laws of the State of Florida and the State of Minnesota;

**NOW, THEREFORE**, in consideration of the representations, warranties and mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Florida and State of Minnesota, that the Merged Companies shall be merged into the Surviving Company, which shall continue its corporate existence and be the corporation surviving the Merger. The terms and conditions of the Merger and the manner of carrying the same into effect are as follows:

## **ARTICLE I**

### **Definitions**

For the purposes of this Agreement, the following words and phrases shall have the meanings set forth below:

1. Articles of Merger. Articles of Merger shall refer to the articles of merger (in the form agreed to by the parties) to be filed with the Florida Department of State pursuant to Section 607.1105 of the Florida Business Corporation Act, and the Minnesota Secretary of State pursuant to Minn. Stat. § 322B.73 of the Minnesota Limited Liability Company Act and Minn. Stat. § 302A.615 of the Minnesota Business Corporation Act.

2. Closing. Closing shall refer to the consummation of the transactions contemplated by this Agreement.

3. Closing Date. Closing Date shall refer to December 31, 2013, the date the parties adopted this Plan of Merger.

4. Code. Code shall refer to the Internal Revenue Code of 1986, as amended.

5. Effective Date. The Effective Date shall be the later of the Closing Date or the date and time on which the Articles of Merger are filed by the Constituent Companies with the Florida Department of State and the Secretary of State of Minnesota.

6. Merged Companies' Membership Interest/Units. The Membership Interest/Membership Units shall refer to the authorized Membership Interest of Vision Marketing Group & Associates, LLC as set forth on Exhibit A to the Member Control Agreement, as amended.

7. Merged Companies' Shares or Stock. The Shares and Stock shall refer to the authorized and issued shares of common stock of Midwest Financial Specialists, Inc. as set forth in the pertinent Stock Subscription Agreement.

8. Surviving Company Shares. Surviving Company shares shall refer to the authorized and issued shares of common stock of the Surviving Company as referenced herein and the pertinent Stock Subscription Agreement.

## **ARTICLE II**

### **Name**

As of the Effective Date, the Surviving Company's name shall remain the same, with the Surviving Company having the right to complete a certificate of assumed name to use the name of the Merged Companies following the filing of the Articles of Merger.

**ARTICLE III**  
Governing Law; Articles  
of Incorporation; Authorized Shares

The laws of the State of Florida shall govern the Surviving Company and the interpretation and enforcement of this Agreement. The Articles of Incorporation of the Surviving Company shall remain in effect subsequent to the Merger until the same may be further altered or amended in accordance with the provisions thereof. The authorized Shares of the Surviving Company on the Effective Date shall be as set forth in the Articles of Incorporation.

**ARTICLE IV**  
Principal Office

The principal office of the Surviving Company shall remain located at 1490 North Federal Highway, Pompano Beach, Florida 33084.

**ARTICLE V**  
Governors and Officers

Anthony Fiorillo shall serve as the sole Member of the Board of Directors of the Surviving Company. The officers of the Surviving Company shall be as follows:

President	Anthony Fiorillo
Vice President	Anthony Fiorillo
Treasurer	Anthony Fiorillo
Secretary	Anthony Fiorillo

The officers and directors of the Surviving Company and the Merged Companies not named above and holding office on the Effective Date shall be deemed to have resigned as of the Effective Date.

**ARTICLE VI**  
Conversions of Membership Interest and Shares in the Merger

The manner of carrying into effect the Merger, and the manner and basis of converting the Membership Interest of the Merged Companies into Shares of the Surviving Company are as follows.

1. Surviving Company Membership Interest. Shares of the Surviving Company issued at the Effective Date shall remain the issued Shares of the Surviving Company following the merger, with the equity of the Merged Companies Membership Interest or Shares converted as follows:



<u>Name</u>	<u>Vision Marketing Group &amp; Associates, LLC Membership Interest</u>	<u>Midwest Financial Specialists, Inc. Shares</u>	<u>Remaining Surviving Company Shares</u>
Anthony Fiorillo	1,000 Units	1,000 Shares	1,000 Shares

2. Surrender of Merged Company's Certificates. As soon as practicable after the Effective Date, all Members who owned Membership Interest of Vision Marketing Group & Associates, LLC and all Shareholders who owned Shares of Midwest Financial Specialists, Inc., as agreed, shall surrender their certificates (if any) representing such Membership Interest or Shares for cancellation. The Membership Interest Contribution Agreements executed by each individual holding Membership Interest in or Subscription Agreements representing equity of the Merged Companies shall be deemed cancelled, and either replaced with new agreements or certificates, or as otherwise reflected herein.

## **ARTICLE VII**

### Effect of the Merger

At the Effective Date, the Surviving Company shall succeed to, without other transfer, act or deed of any person, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies, and all property, real, personal and mixed, including patents, trademarks, trade names, and all debts due to any of said Constituent Companies on whatever account, for membership interest contribution or stock subscription agreements as well as for all other things in action or all other rights belonging to any of said companies, shall be vested in the Surviving Company; and all said property; rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and the title of any real estate vested by deed or otherwise in any of said Constituent Companies shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of any of said Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of said Constituent Companies, respectively, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted in the first instance by the Surviving Company.

## **ARTICLE VIII**

### Accounting Matters

The assets and liabilities of the Constituent Companies as of the Effective Date shall be taken up on the books of the Surviving Company at the amounts at which they were carried at on the books of the respective Constituent Companies. The surplus of the Surviving Company, if any, after the Merger shall be available to be used for any lawful purposes for which surplus may be used. Accounting procedures and depreciation schedules of any Constituent Company may be converted to those procedures and schedules selected by the Surviving Company as permitted by law.

**ARTICLE IX**  
Approval of Members;  
Filing of Articles of Merger

This Agreement shall be submitted to the Members and/or Shareholders of the Constituent Companies as provided by law and the respective Articles of Organization or Articles of Incorporation of the Constituent Companies at meetings or pursuant to unanimous written action which shall be held or executed effective on December 31, 2013, or such later date as the Board of Governors or Board of Directors of the Constituent Companies shall mutually approve. Upon adoption and approval of this Agreement, and subject to the conditions contained in this Agreement, the Articles of Merger shall be executed, acknowledged and delivered to the Florida Department of State and the Secretary of State of the State of Minnesota for filing as provided by Section 607.1105 of Florida statutes and Sections 322B.73, et seq. of Minnesota statutes.

**ARTICLE X**  
Merged Companies' Representations and Warranties

Merged Companies represent and warrant to Surviving Company as follows:

1. Organization. Merged Companies are limited liability companies or corporations duly organized, validly existing and in good standing under the laws of the State of Minnesota. Merged Companies have the power to carry on their business as it is now being conducted and is qualified to do business in every jurisdiction in which the nature of the business transacted by it requires qualification.

2. Capitalization. Each issued and outstanding Membership Unit and/or Membership Interest or Share of the Merged Companies is validly issued, fully paid, non-assessable and is entitled to vote as identified therein.

3. Information. Merged Companies have delivered to Surviving Company information concerning Merged Companies as required by Surviving Company. The statements set forth therein and the copies of documents referred to and furnished to Surviving Company are complete and accurate.

4. Disclosure of Information. The parties acknowledge that the Merged Companies have delivered all information and documents required by this Agreement to be delivered to Surviving Companies.

5. Further Warranties and Representations.

(a) Merged Companies have, and on the Closing Date will have good and marketable title to the equipment, supplies and other property of every kind, tangible or intangible, if any, contained in their offices or shown as assets in its records and books of account, free and clear of all liens, encumbrances and

charges, except as reflected in the financial statements.

(b) Merged Companies own, and on the Closing Date will own, the copyrights, trademarks, trade names, registrations and intellectual property previously disclosed; they have not granted nor will they grant any licenses to use such copyrights, trademarks, trade names or intellectual property; and know of no claim to the effect that any other person has a right to use any of such copyrights, trademarks or trade names.

(c) All taxes imposed by the United States or by any foreign country or by any state, municipality, subdivision or instrumentality of the United States or of any foreign country or by any other taxing authority have been paid in full or are adequately provided for by reserves shown in the records and books of account of Merged Companies and will be so paid or provided for on the Closing Date. Merged Companies have no knowledge of any unassessed tax deficiency proposed or threatened against it.

(d) Merged Companies are enjoying and, on the Closing Date, will enjoy good working relationships under all of the vendor, management, consultation, sales representation and other agreements or contracts necessary to the normal operation of their business.

(e) Merged Companies are adequately insured with respect to risks normally insured against them by companies similarly situated. All such policies are in full force and effect.

6. Litigation and Proceedings. Except for any litigation previously disclosed, there is no suit, action or legal or administrative proceeding pending, or to the knowledge of Merged Companies threatened, which, if adversely determined, might materially and adversely affect the financial condition of the Merged Companies.

7. No Conflict and Legal Compliance. At the Effective Date, the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Merged Companies are a party. Merged Companies have operated their respective businesses in material compliance with prevailing laws, statutes and ordinances, including employment laws.

8. Membership Interest Agreements. Except as disclosed, there are no outstanding options, warrants or other rights to subscribe for or purchase from Merged Companies (or any plans, contracts or commitments providing for the issuance, or the granting of rights to acquire) and membership interest or other securities of Merged Companies. There are no preemptive rights in respect to the Membership Interest of Merged Companies.

9. Minute Books. Copies of the Articles of Organization or Articles of

Incorporation of Merged Companies, and all amendments thereto and of their Bylaws, Operating Agreement and Member Control Agreements, have been delivered to Surviving Company prior to the Closing, are on the date of this Agreement, and will be on the Closing Date, complete and correct.

10. Licenses; Compliance With Laws, Regulations, Etc. Merged Companies have obtained all necessary licenses, permits, authorizations and approvals (governmental or otherwise). Merged Companies' businesses are not conducted in violation of any statute, law, ordinance or regulation of any governmental entity, agency or instrumentality.

11. Absence of Undisclosed Liabilities and Receivables. Merged Companies, as of the dates of the respective Merged Companies' Financial Statements, do not have any known material liability of a type which is reflected in balance sheets (including the notes to them) prepared in accordance with generally accepted accounting principals which was not disclosed or fully reflected in the appropriate Merged Companies' Financial Statement. Except to the extent reserved against in the Merged Companies' Financial Statement, all notes receivable and accounts receivable of Merged Companies have been collected or are substantially current and will be collected within ninety days after the date of the applicable Merged Companies' Financial Statement at the aggregate face amounts of such receivables recorded on their books.

## **ARTICLE XI**

### **Representations and Warranties of Surviving Company**

Surviving Company represents and warrants to the Merged Companies as follows:

1. Organization. Surviving Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Surviving Company has the power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification.

2. Capitalization. Each issued and outstanding Share of Surviving Company is validly issued, fully paid, non-assessable and is entitled to one vote.

3. Disclosure of Information. The parties acknowledge that the Surviving Company has delivered all information and documents required by this Agreement to be delivered to Merged Companies.

4. Litigation and Proceedings. Except for any litigation previously disclosed, there is no suit, action or legal or administrative proceeding pending, or to the knowledge of Surviving Company threatened, against it, which, if adversely determined, might materially and adversely affect the financial condition of the Surviving Company.

5. No Conflict with Other Instruments or Law. At the Effective Date, the consummation of the transactions contemplated by this Agreement will not result in the breach

of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which Surviving Company is a party. Surviving Company has obtained or will obtain all necessary licenses, permits, authorizations and appraisals, and has not knowingly conducted its business in violation of any statute, law, ordinance or regulation of any government entity or agency.

6. Absence of Other Changes or Events. Except as disclosed, Surviving Company has not or will not have prior to the Closing Date created any material liabilities or debt, sold assets, entered into contracts outside the ordinary course of business, or issued or granted third parties rights in its capital stock.

## **ARTICLE XII**

### **Closing; Deliveries at Closing**

1. Closing and Closing Date. The Closing shall be held, subject to performance of all agreements and conditions required by this Agreement, on the Closing Date. The Closing shall occur at the offices of the Surviving Company or its legal counsel.

2. Closing Deliveries by the Surviving Company. At the Closing on the Closing Date, the Surviving Company shall:

(a) Execute and deliver to the Merged Companies this Agreement and the Articles of Merger.

(b) Execute and deliver authorizing resolutions of the Shareholders and directors of the Surviving Company authorizing this Agreement and the Merger.

(c) Execute and deliver to the Merged Companies all other documents, certificates, instruments and opinions required to be delivered to the Merged Companies under this Agreement or reasonably requested by the Merged Companies or the Merged Companies' counsel.

3. Closing Deliveries by the Merged Companies. At the Closing on the Closing Date, the Merged Companies shall:

(a) Execute and deliver to the Surviving Company this Agreement and the Articles of Merger.

(b) Execute and deliver authorizing resolutions of the Members/Shareholders and the Governors/Directors authorizing this Agreement and the Merger.

(c) Execute and deliver to the Surviving Company all other documents, certificates, instruments and opinions required to be delivered to the Surviving Company

under this Agreement or reasonably requested by the Surviving Company or the Surviving Company's counsel.

**ARTICLE XIII**  
**Conduct of Businesses Pending the Merger**

1. **Negative Covenants.** From and after the date of this Agreement and prior to the Effective Date, the Constituent Companies will not, without the prior written consent of the other:

- (a) Amend their Articles of Organization or Incorporation, Operating Agreement/Bylaws or Member Control Agreement;
- (b) Engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) Issue rights or options to purchase or subscribe to any Membership Unit, Membership Interest or Shares or subdivide or otherwise change any such Membership Interest or Shares;
- (d) Issue or sell any of its Membership Interest or Shares;
- (e) Declare or pay any dividends on or make any distributions in respect of any Membership Interest or Shares; and
- (f) Put into effect any increases in compensation or other benefits for officers, employees or governors/directors.

2. **Affirmative Covenants.** From and after the date of this Agreement, and prior to the Effective Date, the Constituent Companies will:

- (1) Use their best efforts to preserve their respective business organizations intact;
- (2) Keep available to the Surviving Company the services of the officers and employees of the Constituent Companies;
- (3) Preserve for the Surviving Company the good will of the Constituent Companies' suppliers, customers and others having business relationships with the Constituent Companies;
- (4) Maintain in serviceable condition all of their respective business premises, machinery, equipment, supplies, inventories and other properties;
- (5) Perform all contracts under prescribed terms that are material to the

operation of their respective businesses; and

(6) Pay when due all taxes.

#### **ARTICLE XIV** **Additional Agreements**

The Constituent Companies further agree as follows:

1. **Access and Information.** Surviving Company and Merged Companies hereby agree that each will give to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all such information concerning its affairs as such other party may reasonably request, including interim financial statements. In the event of the termination of this Agreement, each party will deliver to the other all documents, work papers and other material obtained from the other relating to the transactions contemplated thereby, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.

2. **Expenses.** Upon a termination of this Agreement, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses and disbursements of its own accountants and lawyers.

3. **Further Assurances.** If at any time Surviving Company shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of the Merged Companies acquired or to be acquired by or as a result of the Merger, the proper officers and governors/directors of the Constituent Companies shall be, and they hereby are, severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Surviving Company to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the purposes of this Agreement.

#### **ARTICLE XV** **Survival of Representations and Warranties**

From and after the Merger, all representations and warranties by the Constituent Companies shall be deemed to no longer exist and shall be fully extinguished.

**ARTICLE XVI**  
**Termination and Abandonment**

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time, without liability or obligation, before the Effective Date, whether before or after adoption or approval of this Agreement by the Members or Shareholders of the Constituent Companies as follows, and in no other manner: (1) By the mutual consent of the respective Boards of Governors or Directors of the Constituent Companies; (2) by either Constituent Companies if, prior to the Effective Date, the conditions, representations or warranties set forth in this Agreement have not been met; or (3) by either of the Constituent Companies if the requisite approval of the Members or Shareholders of the Constituent Companies have not been obtained.

**ARTICLE XVII**  
**Miscellaneous**

1. Counterparts. The heading in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2. Amendments. This Agreement and the documents referenced herein constitute the entire agreement between the parties. Any of the terms or conditions of this Agreement may be modified or waived at any time before the Effective Date by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Governors or Directors of such party, provided that any such modification or waiver shall not, in the judgment of the party making it, materially adversely affect the benefits to such party or its Members or Shareholders intended under this Agreement.

3. Arbitration. In the event of disagreement or dispute between the parties, the parties agree to first submit the matter to mediation within thirty (30) days after written demand. If mediation is unsuccessful, the parties agree to submit such dispute to arbitration pursuant to the commercial arbitration rules of the American Arbitration Association. The arbitrator's decision shall be binding on both parties for all purposes. Cost of the arbitrators shall be borne equally by both parties.

4. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified or registered mail, postage prepaid, properly addressed to the party entitled to receive such notice at the business address of each party.

5. Governing Law. This Agreement shall be governed by the laws of the States of Florida and Minnesota, as applicable, with any dispute venued or heard in the State of Florida.



**IN WITNESS WHEREOF**, this Agreement has been signed by a majority of the  
Governors of each of the Constituent Companies as of the day and year first above written.

**SURVIVING COMPANY:**

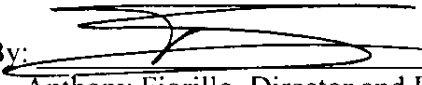
VISION MARKETING GROUP &  
ASSOCIATES, INC.

By: 

Anthony Fiorillo, Director and President

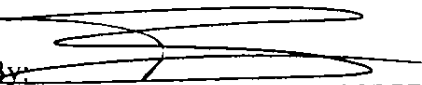
**MERGED COMPANIES:**

MIDWEST FINANCIAL SPECIALISTS,  
INC.

By: 

Anthony Fiorillo, Director and President

VISION MARKETING GROUP &  
ASSOCIATES, LLC

By: 

Anthony Fiorillo, Governor and President

APPROVED  
AND  
FILED

14 JUN -3 PM 4:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA