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~~00685~~, 00524, 00671      MR 2/21/14

**PERKINS|THOMPSON**  
ATTORNEYS & COUNSELORS AT LAW

ESTABLISHED 1871

ONE CANAL PLAZA  
PO BOX 426  
PORTLAND ME 04112  
TEL 207.774 2635  
FAX 207.871.8026

[www.perkinsthompson.com](http://www.perkinsthompson.com)

BY FED EX

February 19, 2014

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Articles of Merger for Florida Profit Corporation  
M Employee Benefits, Inc.  
Ref. Number: P14000001838

Dear Ms. Ramsey:

In response to your letter dated February 11, 2014, enclosed please find:

1. A copy of Letter Number 814A00003076;
2. Articles of Merger for Florida Profit Corporation on behalf of M Employee Benefits, Inc.; and
3. A check in the amount of \$35 to cover the outstanding filing fee.

As you requested, we also changed the reference to Chapter 608 in paragraph three of the Articles of Merger to 605.

**Per our telephone conversation, please make our original submission date (February 3, 2014) the effective date of the Articles of Merger.**

If you have any questions or require any additional information in order to process this filing, please do not hesitate to contact me. Please forward a certified copy of the filing to the following address:

Timothy P. Benoit  
Perkins Thompson  
P.O. Box 426  
Portland, ME 04112-0426

Sincerely,



Sara N. Moppin  
Encl.

PHILIP C. HUNT  
JOHN S. UPTON  
PEGGY L. McGEHEE  
MELISSA HANLEY MURPHY  
JOHN A. HOBSON  
JAMES N. KATSIAFICAS  
TIMOTHY P. BENOIT  
J. GORDON SCANNELL, JR.  
FRED W. BOPP III  
MARK P. SNOW  
WILLIAM J. SHELS  
DAVID B. MCCONNELL  
PAUL D. PETROPAOLI  
RANDY J. CRESWELL  
JULIANNE C. RAY  
DAWN M. HARMON  
CHRISTOPHER M. DARGIE  
ANTHONY J. MANHART  
STEPHANIE A. WILLIAMS  
PETER J. McDONELL  
SARA N. MOPPIN  
SHAWN K. DOIL  
JOSEPH G. TALBOT  
LAUREN B. WELVER  
JOSEPH C. SIVISKI

JOHN A. CIRALDO  
1956 - 2010

**PERKINS THOMPSON**  
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BY FED EX

January 31, 2014

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

RE: Articles of Merger for Florida Profit Corporation  
M Employee Benefits, Inc.

Dear Sir or Madam:

Enclosed for filing please find:

1. Articles of Merger for Florida Profit Corporation on behalf of M Employee Benefits, Inc.; and
2. A check in the amount of \$43.75 in satisfaction of the filing fee and certified copy fee.

If you have any questions or require any additional information in order to process this filing, please do not hesitate to contact me. I can be reached by phone at (207) 774-2635 or by email at [smoppin@perkinsthompson.com](mailto:smoppin@perkinsthompson.com).

Please forward a certified copy of the filing to the following address:

Timothy P. Benoit  
Perkins Thompson  
P.O. Box 426  
Portland, ME 04112-0426

Sincerely,



Sara N. Moppin  
Encl.

PHILIP C. HUNT  
JOHN S. UPTON  
PEGGY L. McGEHEE  
MELISSA HANLEY MURPHY  
JOHN A. HOBSON  
JAMES N. KATSIARAKIS  
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SHAWN K. DOOL  
JOSEPH G. TALBOT  
LAUREN B. WELIVER  
JOSEPH C. SIVISKI  
  
JOHN A. CIRALDO  
1956 - 2010

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** M Employee Benefits, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Timothy P. Benoit

Contact Person

Perkins Thompson

Firm/Company

P.O. Box 426

Address

Portland, ME 04112-0426

City, State and Zip Code

tbenoit@perkinsthompson.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sara N. Moppin

Name of Contact Person

at ( 207 ) 774-2635

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 11, 2014

Timothy P. Benoit  
Law Office of Perkins Thompson  
P.O. Box 426  
Portland, ME 04112-0426

SUBJECT: M EMPLOYEE BENEFITS, INC.  
Ref. Number: P14000001838

We have received your document for M EMPLOYEE BENEFITS, INC. and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

Chapter 608 became Chapter 605 after January 1, 2014. Please go through the articles and plan of merger and change Chapter 608 to Chapter 605.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey  
Regulatory Specialist II

Letter Number: 814A00003076

RECEIVED

11 FEB 20 PM 4:41

RECEIVED  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*Ms. Ramsey,  
Per our 2/19/2014 telephone conversation,  
please make the effective date of  
this filing February 3, 2014.  
Thank you,  
Sara Moppin*

[www.sunbiz.org](http://www.sunbiz.org)

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

FILED  
2014 FEB -3 AM 10:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
M Employee Benefits LLC	Delaware	limited liability company
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
M Employee Benefits, Inc.	Florida	corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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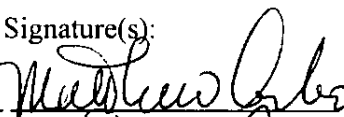

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
M Employee Benefits LLC		Matthew K. Arbo, Member
M Employee Benefits, Inc.		Matthew K. Arbo, Director and President
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75



**PLAN OF MERGER**

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
M Employee Benefits LLC	Delaware	limited liability company


**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
M Employee Benefits, Inc.	Florida	corporation

**THIRD:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger


*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

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*(Attach additional sheet if necessary)*

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("**Agreement**") is made and entered into as of this 31st day of January, 2014 by and between M EMPLOYEE BENEFITS, INC., a Florida corporation ("**M-FL**"), and M EMPLOYEE BENEFITS LLC, a Delaware limited liability company ("**M-DE**").

### WITNESSETH:

WHEREAS, the Shareholder and Director of M-FL and the Member and Manager of M-DE have approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, M-FL and M-DE and its Shareholder and Member, respectively; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, M-DE will merge with and into M-FL, with M-FL as the surviving corporation (the "**Merger**"), under and pursuant to the laws of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1108 of the Florida Corporations Act (the "**Florida Act**"), M-DE shall be merged with and into M-FL at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of M-DE shall cease, and M-FL shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Florida Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file with the Florida Department of State Articles of Merger (the "**Articles of Merger**") complying with Section 607.1109 of the Florida Act. The Merger shall become effective upon filing of the Articles of Merger with the Florida Department of State (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Florida Act. Without limiting the generality of the foregoing, from the Effective Time and without need of further act, deed, or conveyance, all the properties, rights, privileges, immunities, powers

and franchises of M-DE shall vest in M-FL, as the Surviving Entity, and all debts, liabilities, obligations and duties of M-DE shall become the debts, liabilities, obligations and duties of M-FL, as the Surviving Entity. From and after the Effective Time, M-FL, as the Surviving Entity, shall be subject to all of the rights and duties of a corporation organized under Florida law and shall be liable and responsible for all liabilities and obligations of each of the merging entities.

3. Organizational Documents. The by-laws of M-FL in effect at the Effective Time shall be the by-laws of the Surviving Entity until thereafter amended as provided therein or by the Florida Act, and the articles of incorporation of M-FL in effect at the Effective Time, as amended by the Certificate of Merger, shall be the articles of incorporation of the Surviving Entity until thereafter amended as provided therein or by the Florida Act.

4. Directors and Officers. The directors and officers of M-FL immediately prior to the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and by-laws of the Surviving Entity or as otherwise provided by the Florida Act.

5. Conversion of Securities.

(a) As of the Effective Time, the membership interest of M-DE is owned 100% by Matthew K. Arbo, an individual with a mailing address of 311 North Victoria Park Road, Fort Lauderdale, FL 33301 ("**Mr. Arbo**").

(b) At the Effective Time, by virtue of the merger, the membership interest that Mr. Arbo owns in M-DE shall be converted to the right to receive 100 validly issued, fully paid and non-assessable shares of common stock of M-FL, par value \$0.01 per share ("**Surviving Entity Common Stock**").

(c) At the Effective Time, by virtue of the merger, all of the membership interest of M-DE will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

(d) The Secretary or other officer of M-FL shall issue certificates and such other documentation as may be necessary or advisable to evidence the Surviving Entity Common Stock.

6. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
9. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
11. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

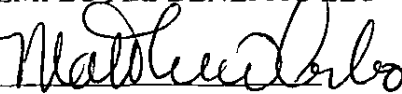
M EMPLOYEE BENEFITS, INC.

By 

Name: Matthew K. Arbo

Title: President and Sole Shareholder  
and Director

M EMPLOYEE BENEFITS, LLC

By 

Name: Matthew K. Arbo

Title: Manager and Sole Member