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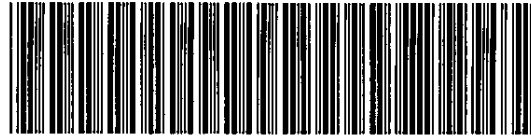
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AND
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C. LEWIS
MAY 5 2014
EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Christian Educators Group, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Eric A. French

(Contact Person)

FisherBroyles, LLP

(Firm/Company)

255 Carl Sanders Drive

(Address)

Acworth, GA 30101

(City/State and Zip Code)

For further information concerning this matter, please call:

Eric A. French

(Name of Contact Person)

At (678) 401-8147

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER
(Not for Profit Corporations)

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The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Christian Educators Group, Inc.	Delaware	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
A&B Management	Florida	N05000004367
of Pensacola, Inc.		

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

(Attach additional sheets if necessary)

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TALLAHASSEE, FLORIDA

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 3/5/2014. The number of directors in office was 4. The vote for the plan was as follows: 4 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

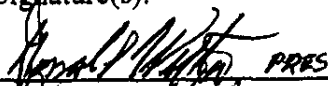
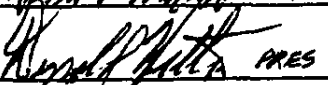
There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 4/20/2014. The number of directors in office was 4. The vote for the plan was as follows: 4 FOR 0 AGAINST

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TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
A&B Mgmt of Pensacola, Inc.	 PRES	Donald Welton
Christian Educators Group, Inc.	 PRES	Donald Welton

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER
BETWEEN
Christian Educators Group, Inc.
(a Delaware Non-profit Non-stock Corporation)
AND
A&B Management of Pensacola, Inc.
(a Florida Non-profit Corporation)**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of 23 day April 2014, between Christian Educators Group, Inc., a Delaware non-profit non-stock corporation ("CEG"), and A&B Management of Pensacola, Inc. a Florida nonprofit corporation ("A&B").

RECITALS

WHEREAS, CEG is a nonprofit non-stock corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, A&B is a non-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of CEG, constituting the governing body of CEG, and the Board of Directors of A&B, constituting the governing body of A&B, deem it advisable to merge A&B with and into CEG so that CEG is the surviving corporation on the terms provided herein (the "Merger"); and

WHEREAS, the purpose of the Merger is to rename, reincorporate and relocate A&B in the State of Delaware; and

WHEREAS, by unanimous vote of the four (4) Board of Directors of CEG in office the Merger was approved; and

WHEREAS, by unanimous vote of the four (4) Board of Directors of A&B in office the Merger was approved.

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 as follows:

ARTICLE I 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 General Corporation Law of the State of Delaware (the "DGCL") and the Florida Not for Profit Corporate Act (the "FCA"), A&B shall merge with and into CEG and CEG shall file a

Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the provisions of the DGCL and a Certificate and Plan of Merger with the Secretary of State of the State of Florida in accordance with the provisions of the FCA and shall make all other filings or recordings required by Delaware or Florida law in connection with the Merger. The Merger shall become effective upon the later filing of such Certificates of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida or at such later time as may be provided for in such Certificates of Merger (the "Effective Time"). Upon the Effective Time, the separate corporate existence of the A&B shall cease and CEG shall be the surviving corporation (the "Surviving Corporation").

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 approved and adopted by the requisite vote of the members of the Board of Directors of CEG, in accordance with the requirements of the DGCL and organizational documents of CEG, including the Certificate of Incorporation and Bylaws of CEG;

(b) This Agreement shall have been approved and adopted by all requisite vote of the members of the Board of Directors of A&B in accordance with the requirements of the ACT and the organizational documents of A&B, including the Articles of Incorporation and Bylaws of A&B;

1.3 *Transfer, Conveyance and Assumption.* At the Effective Time, CEG shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of A&B, and all of the assets and property of whatever kind and character of A&B shall vest in CEG, as the Surviving Corporation, without further deed; thereafter, CEG, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of A&B, and any claim or judgment against A&B may be enforced against CEG, as the Surviving Corporation, in accordance with Section 259 of the DGCL and the FCA.

1.4 *Certificate of Incorporation; Bylaws*

(a) From and after the Effective Time, the Certificate of Incorporation of CEG shall be the Certificate of incorporation of the Surviving Corporation. There will be no changes to the Certificate of Incorporation in Delaware as a result of the merger.

(b) From and after the Effective Time, the Bylaws of CEG shall be the Bylaws of the Surviving Corporation.

1.5 *Directors and Officers of the Surviving Corporation.* From and after the Effective Time, the members of the Board of Directors and the officers of A&B serving as

members of the Board of Directors or officers of A&B immediately prior to the Effective Time shall be the Directors and officers of the Surviving Corporation.

1.6 Memberships. A&B does not have any members in accordance with the Articles of Incorporation and Bylaws, and CEG does not have any members in accordance the Certificate of Incorporation and Bylaws as the Surviving Corporation.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of CEG. CEG hereby represents and warrants that it:

(a) is a nonprofit nonstock corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign corporation, 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) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the requisite vote of the members of the Board of Directors of CEG in accordance with the DGCL and the Certificate of Incorporation and Bylaws of CEG, consummate the Merger and the other transactions contemplated by this Agreement.

2.2 Representations and Warranties of A&B. A&B hereby represents and warrants that it:

(a) is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign corporation, 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) is not in violation of any provisions of its Articles of incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the requisite vote of the Board of Directors of A&B in accordance with the ACT and the Articles of Incorporation and Bylaws of

A&B, consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE III TERMINATION

3.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of CEG or the Board of Directors of A&B.

ARTICLE IV FURTHER ASSURANCES

4.1 Further Assurances as to Delaware. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of A&B acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, A&B and its proper officers shall be deemed to have granted to the Surviving Corporation 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 the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of A&B or otherwise to take any and all such action.

ARTICLE V MISCELLANEOUS

5.1 Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of CEG and the Board of Directors of A&B, whether before or after the adoption of this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of CEG and A&B.

5.2 No Waivers. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or 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.

5.3 Assignment; Third Party Beneficiaries. Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by 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.

5.4 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 State of Delaware, except to the extent that the laws of the State of Florida apply to the Merger.

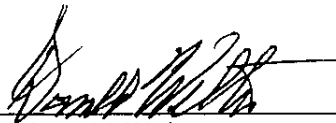
5.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.6 Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not 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.

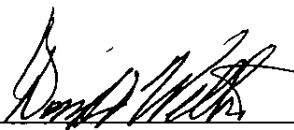
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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first stated above.

Christian Educators Group, Inc.

By: 
Name: Donald Welton
Title: President

A&B Management of Pensacola, Inc.

By: 
Name: Donald Welton
Title: President

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(Signature Page to Agreement and Plan of Merger)