

PATROL

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

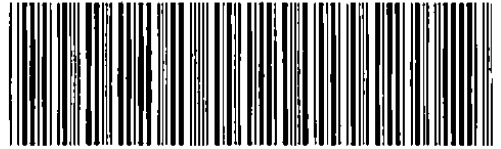
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2018 JUN 11 10:11 AM  
FBI - MEMPHIS

R. WHITE  
CITIZEN

2018 JUN 29 AM 5:44



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 1, 2019

CSC

**RESUBMIT**  
Please give original  
submission date as file #

SUBJECT: NOBEL LEARNING COMMUNITIES, INC.  
Ref. Number: P11201

We have received your document for NOBEL LEARNING COMMUNITIES, INC. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

You failed to make the correction(s) requested in our previous letter.

There is a fee of \$35.00 due.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.


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.

Terri J Schroeder  
Regulatory Specialist III

Letter Number: 119A00019913

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 932615 4311863  
AUTHORIZATION :   
COST LIMIT : \$ 70.00

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ORDER DATE : September 24, 2019  
ORDER TIME : 2:45 PM  
ORDER NO. : 932615-030  
CUSTOMER NO: 4311863

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ARTICLES OF MERGER

PARK MAITLAND SCHOOL, INC.

INTO

NOBEL LEARNING COMMUNITIES,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson EXT#:62968

EXAMINER'S INITIALS: \_\_\_\_\_

2019 SEP 24 11:5

**ARTICLES OF MERGER  
(Profit Corporations)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporations Act, pursuant to section 607.1105, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Nobel Learning Communities, Inc.	Delaware	2005835- P11201

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Park Maitland School Inc	Florida	329232

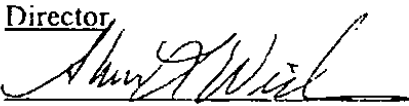
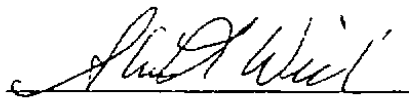
**Third:** A copy of the Agreement and Plan of Merger is available to any shareholder of the surviving corporation or the merging corporation at the principal office of the surviving corporation, which is 1615 West Chester Pike, West Chester, PA 19382.

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

**Fifth:** Adoption of Merger by the surviving corporation(s) – The Plan of Merger was adopted by the sole stockholder and board of directors of the surviving corporation on August 30, 2019.

**Sixth:** Adoption of Merger by the merging corporation(s) --The Plan of Merger was adopted by the board of directors and sole stockholder of the merging corporation on August 30, 2019.

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
Park Maitland School Inc		Shawn Weidmann, President
Nobel Learning Communities, Inc.		Shawn Weidmann, Chief Executive Officer

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is made this 30th day of August 2019, by and between Park Maitland School Inc, a Florida corporation ("**Park Maitland**"), an Nobel Learning Communities, Inc., a Delaware corporation ("**Surviving Corporation**"). The parties hereto are sometimes referred to, collectively, as the "**Constituent Corporations**".

**WHEREAS**, the Constituent Corporations desire to effect a business combination by means of a Merger (as defined below);

**WHEREAS**, the respective Board of Directors of each of the Constituent Corporations have determined that this Agreement and the transactions contemplated hereby, including the Merger, are advisable and in the best interest of the Constituent Corporations, as applicable to the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the States of Delaware and Florida which permit such merger;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and provisions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Constituent Corporations agree as follows:

1. The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (as defined herein), Park Maitland shall be merged with and into Surviving Corporation. Surviving Corporation shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware and under its current name. Upon the consummation of the Merger, the separate corporate existence of Park Maitland shall terminate.

2. Effect. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law (the "**DGCL**"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Park Maitland shall be transferred to, vested in and devolve upon Surviving Corporation without further act or deed and all property, rights and every other interest of each of Park Maitland and Surviving Corporation shall be as effectively the property of Surviving Corporation as they were of Surviving Corporation and Park Maitland, respectively. All rights of creditors and all liens upon the property of either Surviving Corporation or Park Maitland shall be preserved unimpaired, and all debts, liabilities and duties of Park Maitland shall hereafter attach to Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document in the name and on behalf of either Surviving Corporation or Park Maitland in order to carry out and effectuate the transactions contemplated by this Agreement.

3. Agreement of Merger. This Agreement shall constitute an "Agreement of Merger" for all purposes of the DGCL.

4. Certificate of Incorporation of Surviving Corporation and Amendments Thereto. At the Effective Time, and without any further action on the part of either Park Maitland or Surviving Corporation, the Certificate of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of Surviving

Corporation, and said Certificate of Incorporation shall continue in full force and effect unamended and changed in the manner prescribed by the provisions of the laws of the State of Delaware.

5. Bylaws of Surviving Corporation. At the Effective Time, and without any further action on the part of either Park Maitland or Surviving Corporation, the bylaws of Surviving Corporation, as in effect immediately prior to the Effective Time, will be the bylaws of Surviving Corporation and will continue in full force and effect until changed, altered, amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Delaware.

6. Board of Directors and Officers of Surviving Corporation. At the Effective Time, and without any further action on the part of either Park Maitland or Surviving Corporation, the directors and officers of Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of Surviving Corporation.

7. Class and Series of Shares Entitled to Vote on Merger. Immediately prior to the Effective Time, Park Maitland and Surviving Corporation shall each have one outstanding class and series of stock designated as common stock, which shall be entitled to vote on the Agreement of Merger and the Merger.

8. Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any further action on the part of the holder thereof, all shares of common stock of Park Maitland issued and outstanding immediately prior to the Effective Time shall be canceled. The shares of common stock of Surviving Corporation issued and outstanding immediately prior to the Effective Time shall not be affected by the Merger and shall remain unchanged.

9. Effective Time. The Merger shall become effective as of the date specified in the certain Certificate of Merger (the "*Certificate*") to be filed with the Secretary of State of the State of Delaware, and Articles of Merger in substantially the same form with the Secretary of State of the State of Florida, whichever later occurs (the "*Effective Time*"), all after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings.

10. Further Assurances. If at any time Surviving Corporation, or its successors or assigns, shall reasonably consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise in Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of the Constituent Corporations acquired or to be acquired by Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of the Agreement, each Constituent Corporation and its proper officers and directors, as applicable, shall be deemed to have granted to 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 Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of Surviving Corporation are fully authorized in the name of each Constituent Corporation or otherwise to take any and all such action.

11. Termination. This Agreement may be terminated and the Merger abandoned accordance with Section 251(d) of the DGCL any time prior to the Effective Time.

12. Amendment. This Agreement may be amended in accordance Section 251(d) the DGCL any time prior to the Effective Time.


13. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original hereof.

14. Section Headings. Section headings in this Agreement are for convenience reference only and do not constitute a part of this Agreement, and shall not affect interpretation.


\* \* \*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement of Merger to be executed on the date first written above.

**PARK MAITLAND SCHOOL INC**

By:   
Name: Shawn Weidmann  
Title: President

**NOBEL LEARNING COMMUNITIES, INC.**

By:   
Name: Shawn Weidmann  
Title: Chief Executive Officer