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December 28, 2006

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Secretary of State
2661 Executive Center Circle West
Tallahassee, Florida 32301

VIA HAND DELIVERY

Re: **Articles and Plan of Merger of Fleming Island
Child Development LLC (Document No. L0600028043)
With and Into O2B Kids 7, LLC (Document No. L05000116572)**

Dear Madam/Sir:

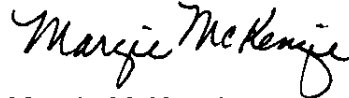
Enclosed is an original of the Articles and Plan of Merger of Fleming Island Child Development LLC with and into O2B Kids 7, LLC. I have also enclosed a copy to be date stamped.

A check in the amount of \$50.00 is enclosed as payment of the filing fee.

Please do not hesitate to call me at (850) 425-5425 if you have any questions. We will have our messenger return to pick up the date stamped copy.

Thank you in advance for your usual assistance in these matters.

Sincerely,



Margie McKenzie
Legal Assistant

/mm
Enclosures

**ARTICLES AND PLAN OF MERGER
OF FLEMING ISLAND CHILD DEVELOPMENT LLC
(Document No. L06000028043)
WITH AND INTO
O2B KIDS 7, LLC
(Document No. L05000116572)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

O2B KIDS 7, LLC, a Florida limited liability company ("O2B KIDS"), and **FLEMING ISLAND CHILD DEVELOPMENT LLC**, a Florida limited liability company ("FICD"), enter into and hereby approve, adopt and submit the following Articles and Plan of Merger for the purpose of merging FICD with and into O2B KIDS.

ARTICLE I

MERGER AND EFFECTIVE TIME

O2B KIDS and FICD hereby agree that, effective as of the date of the filing of these Articles and Plan of Merger, FICD shall be merged with and into O2B KIDS.

ARTICLE II

SURVIVING COMPANY AND NAME

O2B KIDS shall be the surviving corporation of this merger and, after the merger, shall utilize the name of "O2B KIDS 7, LLC" (the "Surviving Company").

ARTICLE III

APPROVAL BY O2B KIDS

The Plan of Merger as contained in these Articles and Plan of Merger was duly adopted and approved by the Member(s) and manager(s) of O2B KIDS, as follows:

- (a) by written consent of the Member(s) of O2B KIDS dated December 18, 2006.
- (b) by written consent of the manager(s) of O2B KIDS dated December 18, 2006.

All notices of meeting were waived in writing by the Member(s) and manager(s) of O2B KIDS.

ARTICLE IV

APPROVAL BY FICD

The Plan of Merger as contained in these Articles and Plan of Merger was duly adopted and approved by the Member(s) and manager(s) of FICD, as follows:

- (a) by written consent of the Member(s) of FICD dated December 18, 2006.
- (b) by written consent of the manager(s) of FICD dated December 18, 2006.

All notices of meeting were waived in writing by the Member(s) and manager(s) of FICD.

ARTICLE V

PLAN OF MERGER

THIS PLAN OF MERGER is made this 20th day of December, 2006, between O2B KIDS 7, LLC, a Florida limited liability company ("O2B KIDS"), and FLEMING ISLAND CHILD DEVELOPMENT LLC, a Florida limited liability company ("FICD").

In consideration of the mutual premises contained herein, O2B KIDS and FICD hereby adopt this Plan of Merger and agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Effectiveness of Merger. Immediately upon execution of this Plan of Merger, O2B KIDS and FICD shall effect the merger of FICD into O2B KIDS (the "Merger") by executing those certain Articles and Plan of Merger of which this Plan of Merger shall be a part (the "Articles of Merger"), in accordance with the provisions of the Florida Limited Liability Company Act, and transmitting the Articles of Merger to the Department of State of the State of Florida for filing. The Merger shall become effective the day the Articles of Merger are filed by and effective with the Department of State of the State of Florida (the "Effective Date" or the "Effective Time", as appropriate). At the Effective Time, FICD shall be merged with and into O2B KIDS, which shall be the Surviving Company, and the separate corporate existence of FICD shall cease (O2B KIDS and FICD are sometimes collectively referred to herein as the "Constituent Corporations", and O2B KIDS is sometimes referred to herein as the "Surviving Company").

Section 1.2 Effect of the Merger.

(a) From and after the Effective Time, the Surviving Company shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including all choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deeds; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; and the Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in its place; and neither the rights of creditors nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger.

(b) From and after the Effective Time and until further amended in accordance with the Florida Limited Liability Company Act, the Operating Agreement and Articles of Organization of O2B KIDS as in effect immediately prior to the Effective Time, shall be the Operating Agreement and Articles of Organization, respectively, of the Surviving Company, except the name of the Surviving Company shall be "O2B KIDS 7, LLC."

(c) From and after the Effective Time, the Managing Member of O2B KIDS shall be the Managing Member of the Surviving Company and the manager of FICD immediately prior to the Effective Time shall no longer be a manager of FICD or the Surviving Company.

Section 1.3 Effect of Merger Upon Membership of O2B KIDS. At the Effective Time, each member of O2B KIDS will be and become a member of the Surviving Company with the membership interest in the Surviving Company the exactly the same as the membership interest in O2B KIDS before the Merger.

Section 1.4 Effect of Merger Upon Membership of FICD. At the Effective Time, each Member of FICD shall, by virtue of the Merger and without any action on the part of any other person, become entitled to a pro rata portion of a cash payment equal to the Net Purchase Price as set forth in that certain Contract for Sale by Merger between O2B KIDS and FICD. Each Member of FICD shall be entitled to the pro rata share of the Net Purchase Price equal to the Member's membership interest in FICD.

Section 1.5 Appraisal Rights. Each Member of O2B KIDS and each Member of shareholder of FICD, in writing, has waived all rights to fair value to the fullest extent allowed under Florida law.

ARTICLE II

AMENDMENT

Section 2.1 **Amendment.** This Plan of Merger may be amended only by an instrument in writing signed by both parties thereto.

ARTICLE III

MISCELLANEOUS

Section 3.1 **Counterparts.** This Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.2 **Governing Law.** This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned managers of O2B KIDS and FICD, respectively, have executed these Articles and Plan of Merger pursuant to all authority duly vested in them by the Members and Operating Agreement, respectively, of such corporations.

Signed, sealed and delivered
in the presence of:

O2B KIDS 7, LLC,
a Florida limited liability company

By: O2B MANAGER JACKSONVILLE, LLC
a Florida limited liability company

Annelle D. Wallace
As to O2B KIDS

By: Peter Andrew Sherrard, Jr.
PETER ANDREW SHERRARD, JR.
Manager

Lindsay Huber
As to FICD Lindsay Huber

FLEMING ISLAND CHILD
DEVELOPMENT LLC
a Florida limited liability corporation

By: John W. O'Connor
JOHN W. O'CONNOR, Manager

STATE OF FLORIDA
COUNTY OF CLAY *WALTON*

BEFORE ME personally appeared PETER ANDREW SHERRARD, JR., to me well known and known to me to be the Manager of By: O2B MANAGER JACKSONVILLE, LLC, a Florida limited liability company, manager of O2B KIDS 7, LLC, the company in whose name the foregoing Articles and Plan of Merger was executed, and he acknowledged before me that he signed such document for the uses and purposes therein set forth.

WITNESS my hand and official seal at *Gainesville, FL* ~~Orange Park~~, ~~Clay~~ County, Florida, this 15 day of December, 2006.



C. Fagan

Notary Public, State at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CLAY

BEFORE ME personally appeared John W. O'Connor, to me well known and known to me to be the Manager of Fleming Island Child Development LLC, the corporation in whose name the foregoing Articles and Plan of Merger was executed, and he acknowledged before me that he signed such document for the uses and purposes therein set forth.

WITNESS my hand and official seal at Orange Park, Clay County, Florida, this 18th day of December, 2006.

(SEAL)

Cynthia B. Marsh

Notary Public, State at Large
My Commission Expires:

