

7/1/2021

Division of Corporations

Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850)617-6380

From:

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Account Number : 075350000065
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**MERGER OR SHARE EXCHANGE
NORTHSTAR ACADEMIES, INC.**

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ARTICLES OF MERGER

(Not for Profit Corporations)

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)
Northstar Academies, Inc.	Florida	N08000009129

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
New Alternative Education High School	Florida	N08000009083
of Osceola County, 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).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

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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 June 15, 2021.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
Four (4) FOR Zero (0) 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 . The number of directors in office was . The vote for the plan was as follows: FOR 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 June 24, 2021. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: Five (5) FOR Zero (0) 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

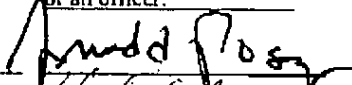

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on . The number of directors in office was . The vote for the plan was as follows: FOR AGAINST

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Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of the chairman/
vice chairman of the board
or an officer.Typed or Printed Name of Individual & Title

Northstar Academics, Inc.

Leonard Posey, Chairman

New Alternative Education High School

Charles Barnett, Chairman

of Osceola County, Inc.

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PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Northstar Academics, Inc.

Jurisdiction

Florida

The name and jurisdiction of each merging corporation:

Name

New Alternative Education High School

Jurisdiction

Florida

of Osceola County, Inc.

The terms and conditions of the merger are as follows:

Northstar Academics, Inc and New Alternative Education High School of Osceola County, Inc. shall merge and the surviving corporation shall be called Northstar Academics, Inc.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

N/A.

Other provisions relating to the merger are as follows:

See Plan of Merger attached hereto as Exhibit "A."

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AGREEMENT AND PLAN OF MERGER
OF
NEW ALTERNATIVE EDUCATION HIGH SCHOOL OF
OSCEOLA COUNTY, INC.,
WITH AND INTO
NORTHSTAR ACADEMIES, INC.

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of the 15th day of June, 2021, by and between New Alternative Education High School of Osceola County, Inc., a Florida not-for-profit corporation (the "Merging Corporation"), and NorthStar Academies, Inc., a Florida not-for-profit corporation (the "Surviving Corporation").

RECITALS:

A. The Merging Corporation is a Florida not-for-profit corporation duly organized and existing under the laws of the state of Florida.

B. The Surviving Corporation is a Florida not-for-profit corporation duly organized and existing under the laws of the state of Florida.

C. The Board of Directors of the Merging Corporation and the Board of Directors of Surviving Corporation (collectively the "Directors") believe that the merger of their separate and distinct corporations into the Surviving Corporation is in the best interests of their respective members and beneficiaries, inasmuch as their corporations share a common education design and mission, and because a common education corporation will permit the schools to:

(1) Leverage a common governance structure, which will help to drive certain administrative efficiencies, including reducing the compliance and paperwork burdens, since one board can make decisions for the several schools;

(2) Pool the resources of the several schools, including appropriately directing and overseeing the finances of the network of schools in the one successor education corporation (e.g., reducing audit fees is a key cost savings over having an audit for each separate charter school, especially since the financial policies, reporting systems and internal controls are substantially the same); and

(3) Share educational best practices, including, where permitted by applicable law, educational programs and staffing across the school network.

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D. The Merging Corporation and the Surviving Corporation have agreed that the Merging Corporation shall merge into the Surviving Corporation upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the state of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, guarantees and representations contained in this Agreement and in order to consummate the transaction described above, the Merging Corporation and the Surviving Corporation, agree as follows:

AGREEMENT

1. All of the foregoing Recitals are true and correct.
2. The Merger. At the Effective Date (as hereinafter defined) and upon the terms and subject to the conditions contained herein and the pursuant to the laws of the state of Florida, Surviving Corporation and Merging Corporation hereby agree that Merging Corporation shall be merged with and into Surviving Corporation, whereupon the separate existence of Merging Corporation shall cease and the Surviving Corporation shall continue on as Northstar Academics, Inc. (the "**Merger**"). The laws of the state of Florida permit the merger of the Merging Corporation and the Surviving Corporation.
3. Articles of Merger. Upon the approval of this Agreement, the Articles of Merger (the "**Articles of Merger**") shall be duly executed by the authorized persons of the Merging Corporation and the Surviving Corporation and shall be filed with the Secretary of State for the state of Florida.
4. Effective Date. At the Effective Date, the parties hereto shall cause the Merger to be consummated by the filing of Articles of Merger in the form attached hereto as Exhibit A with the Secretary of State of the state of Florida in accordance with the relevant provisions of the laws of the state of Florida. The Merger shall become effective on July 1, 2021 (the "**Effective Date**").
5. Effects of the Merger. The corporate identity, existence, purposes, powers, rights, and immunities of Merging Corporation shall be merged into and vested in Surviving Corporation and, except as specifically provided for in this Agreement, including attachments, the corporate identity, existence, name, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the Merger. Surviving Corporation shall be subject all Merging Corporation's debts, liabilities, and trust obligations in the same manner as if Surviving Corporation had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each constituent corporation shall be preserved unimpaired, as long as such liens and trust obligations on the property of Merging

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Corporation, if any, shall be limited to the property affected by such liens and obligations immediately before the Effective Date.

6. Approval. This Agreement has previously been approved by the Directors of the Merging Corporations and the Surviving Corporation, as evidenced by the Resolutions executed by the Boards of Directors (the "Resolutions") of the Merging Corporation (Exhibit B) and the Surviving Corporation (Exhibit C). Subsequent to the execution of this Agreement by the persons authorized by the Resolutions of the Merging Corporation and the Surviving Corporation, the authorized persons shall and are hereby authorized and directed to cause to be executed and filed such documents prescribed by the laws of the state of Florida, and to perform all such further acts as may be necessary or properly render effective the merger contemplated by this Agreement.

7. Corporate Name; Articles and Bylaws. From and after the Effective Date, and until changed in accordance with the Surviving Corporation's Articles of Incorporation and its Bylaws, the name of Surviving Corporation shall be **NorthStar Academies, Inc.** Surviving Corporation's Amendment to Articles of Incorporation are attached hereto as Exhibit D (the Articles of Incorporation) and Surviving Corporation's Bylaws shall be amended as of the Effective Date in the form attached hereto as Exhibit E (the Bylaws).

8. Initial Board of Directors. As of the Effective Date, the name and address of the Surviving Corporation's Initial Board of Directors are as follows:

- a. **Leonard Posey**, Chairman of the Board, 16600 SW 43rd Lane, Miami, FL 33185;
- b. **Ira Paul**, Secretary and Treasurer, 936 Ute Trail, Patrick AFB, FL 32925;
- c. **Beth Adelman**, Board Member, 581 Lavers Cir, Apt 284, Delray Beach, FL 33444;
- d. **Stephanie Sears**, Board Member, 1506 39th Street, West Palm Beach, FL 33407;
and
- e. **Jim MacGregor**, Board Member, 219 Celebration Blvd, Celebration, FL 34747.

9. Chairman and Officers. The current Chairman of the Board of Directors of the Surviving Corporation shall continue to serve as the Chairman of the Board until his death, resignation or removal. Thereafter, at each Annual Meeting of the Board of Directors, the Board of Directors shall elect directors to fill expiring or ending terms, except that in the event of a vacancy, which may be filled at any meeting of the Board of Directors, or in the case of a newly-elected director, the director may be elected as may be appropriate to maintain the balance of the Board of Directors. Directors shall hold office until their successors are elected and qualified.

10. Board Meeting. The first meeting of the Board shall occur within sixty (60) days after the Effective Date.

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11. Tax Exempt Status. Both Merging Corporation and Surviving Corporation have been determined by the Internal Revenue Service to be organizations described in the Internal Revenue Code (the "Code") Section 501(c)(3), and the parties intend that following the Merger, the Surviving Corporation shall continue to operate in furtherance of the exempt purposes of both the Merging Corporation and the Surviving Corporation so that the Surviving Corporation will continue to be described in the Code Section 501(c)(3).

12. No Comingling of Funds. As a material inducement to this Agreement and Merger, any and all funds received by the Merging Corporation and subsequently the Surviving Corporation for its operation of Main Street High School, located at 1100 North Main Street Kissimmee, FL 34741, shall be used solely for the operation of Main Street High School and such funds shall not be permitted to leave Osceola County for any other purpose, including any other schools operated by the Surviving Corporation. However, if NorthStar Academies, Inc. opens another charter public school within Osceola County, the funds received by both charter public schools could, as needed, be shared between the schools operated within Osceola County. Further, there would be no restriction that the monies held by a particular bank must be physically in Osceola County.

13. Waiver. Tripp Scott, P.A. represents NorthStar Academies, Inc. and has, from time to time and on a limited basis, represented New Alternative Education High School of Osceola County, Inc. Tripp Scott, P.A.'s role in this Merger has been limited only to effectively communicate Merging Corporation and Surviving Corporation's positions and terms of the Merger to the other and create the various Merger Documents executed by both NorthStar Academies, Inc. and New Alternative Education High School of Osceola County, Inc. Tripp Scott, P.A. has not issued any opinion with respect to the terms of the Merger and any conflict of interest raised by any interested party to this Merger is hereby waived.

14. Amendments to Agreement. This Agreement may be amended by agreement of the boards of directors of the constituent corporations, including the members of the Merging Corporation, as applicable, at any time before the Effective Date.

15. Governing Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Florida law.

16. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject.

17. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission (i.e., email) shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

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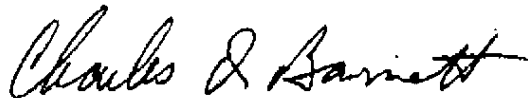
Signatures of the parties hereto transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

18. Further Acts. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger. Surviving Corporation shall from time to time, as and when requested by Merging Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

MERGING CORPORATIONS

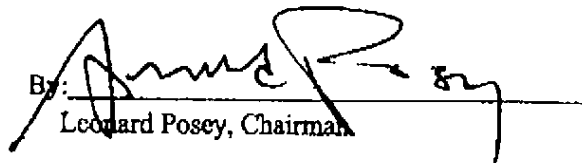
NEW ALTERNATIVE EDUCATION HIGH
SCHOOL OF OSCEOLA COUNTY, INC., a
Florida not-for-profit corporation



By: _____
Charles Barnett, Chairman

SURVIVING CORPORATION

NORTHSTAR ACADEMIES, INC., a Florida
not-for-profit corporation



By: _____
Leonard Posey, Chairman

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EXHIBIT "A"

Division of Corporations

Articles of Merger

COPIES OF THESE DOCUMENTS ARE MAINTAINED IN THE SURVIVING CORPORATION'S
CORPORATE RECORDS.

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EXHIBIT "B"

Merging Corporation Resolution

COPIES OF THESE DOCUMENTS ARE MAINTAINED IN THE SURVIVING CORPORATION'S
CORPORATE RECORDS

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EXHIBIT "C"

Surviving Corporation Resolution

COPIES OF THESE DOCUMENTS ARE MAINTAINED IN THE SURVIVING CORPORATION'S
CORPORATE RECORDS

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EXHIBIT "D"

Surviving Corporation Articles of Amendment to Articles of Incorporation

COPIES OF THESE DOCUMENTS ARE MAINTAINED IN THE SURVIVING CORPORATION'S
CORPORATE RECORDS.

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EXHIBIT "E"

Surviving Corporation Amended By-Laws

COPIES OF THESE DOCUMENTS ARE MAINTAINED IN THE SURVIVING CORPORATION'S
CORPORATE RECORDS.