

P11000035716

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

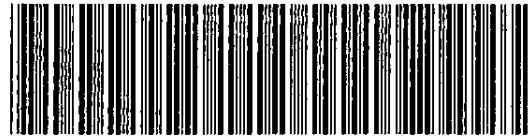
(Business Entity Name)

(Document Number)

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04/26/11--01008--002 **50.00

05/25/11--01004--004 **35.00

FILED
2011 MAY 24 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

May 25, 2011

EXAMINER



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 26, 2011

DON BECKER / PENSACOLA TROLLEY TOURS LLC
3811 W. NINE MILE RD
PENSACOLA, FL 32534

SUBJECT: AMERICAN HERITAGE TOURS, INC.
Ref. Number: W11000023373

We have received your document for AMERICAN HERITAGE TOURS, INC. and check(s) totaling \$50.00. However, the document has not been filed and is being retained in this office for the following reason(s):

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

You must have the signature for the survivor also.

Please return the corrected original and one copy of 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) 245-6047.

Carolyn Lewis
Regulatory Specialist II
Registration/Qualification Section

Letter Number: 511A00010124

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: American Heritage Tours, Inc.
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Don Becker

Contact Person

Pensacola Trolley Tours, LLC

Firm/Company

3811 W. Nine Mile Road

Address

Pensacola, Florida 32534

City, State and Zip Code

donbecker2005@hotmail.com

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

For further information concerning this matter, please call:

Don Becker

Name of Contact Person

at (850)

501-8112

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

Don R. Becker * 1006 Patriot Place * Pensacola, FL 32534

May 18, 2011

Carolyn Lewis
Regulatory Specialist II
Registration/Qualification Section
Florida Dept of State

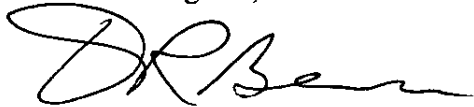
Re: Amended Page Three, Cert. of Merger

Dear Ms. Lewis,

Please let me again thank you for your assistance on Wednesday, May 18, 2011 via Telephone regarding the merger of Pensacola Trolley Tours, LLC and Boise Trolley, LLC into the surviving company American Heritage Tours, Inc.

Please find the updated page three with signature of the surviving company officer. As well, please also find included the additional required payment of \$35.00; if there is any further question you may have you may reach me at the number below.

Kindest regards;



Don R. Becker
1006 Patriot Place
Pensacola, FL 32534
Cell: (850) 501-8112
don@pensacolacitytours.com

**Certificate of Merger
For
Florida Limited Liability Company**

FILED
2011 MAY 24 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
<u>L10000004114</u> Pensacola Trolley Tours, LLC	<u>State of Florida</u>	<u>Limited Liability Company</u>
<u>Boise Trolley, LLC</u>	<u>State of Idaho</u>	<u>Limited Liability Company</u>

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>
<u>P11000035716</u> American Heritage Tours, Inc.	<u>Domestic Florida Corp.</u>	<u>Corporation</u>

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, 608, 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:

Effective upon date of filing. _____

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:

Surviving company is a domestic Florida corporation. _____

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: Surviving company is a Florida domestic corporation. _____

Mailing address: Surviving company is a Florida domestic corporation. _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:



Name of Entity/Organization:

Signature(s):

Typed or Printed

Name of Individual:

Pensacola Trolley Tours, LLC

Don Becker

Boise Trolley, LLC

Debra Miller

AMERICAN HERITABLE TOURS, INC.

Don
BECKER

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

FILED
2011 MAY 24 AM 9:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

2011 MAY 24 AM 9:58

FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Pensacola Trolley Tours, LLC</u>	<u>State of Florida</u>	<u>Limited Liability Company</u>
<u>Boise Trolley, LLC</u>	<u>State of Idaho</u>	<u>Limited Liability Company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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>
<u>American Heritage Tours, Inc.</u>	<u>Domestic Florida Corp</u>	<u>Corporation</u>

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

Please 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:

Please see attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into 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:

Please see attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

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

Please see attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

Please see attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

Between

BOISE TROLLEY, LLC

AND

PENSACOLA TROLLEY TOURS, LLC

FILED

2011 MAY 24 AM 9:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of April 14th 2011, between BOISE TROLLEY, LLC, Federal EIN 80-0323144, an Idaho Limited Liability Company ("Boise") and PENSACOLA TROLLEY TOURS, LLC, Federal EIN 27-1655093 a Florida Limited Liability Company ("Pensacola").

RECITALS

A. Boise being organized as a Limited Liability Company has issued no common stock. The single member and sole officer of Boise is DEBRA MILLER. Ms. Miller to date is the owner and manager of Boise and currently its only authorized binding party.

B. Pensacola being organized as a Limited Liability Company has issued no common stock. The single member and its primary officer is the Florida corporate entity BURN YOUR SHIPS, INC. which is its sole owner. Pensacola's additional officer is DON BECKER. Mr. Becker to date is not a member but serves as manager of Pensacola and is an authorized binding party.

C. The respective officers of Boise and Pensacola have determined that it is advisable to be merged with one another and

into AMERICAN HERITAGE TOURS, INC. (the "Merger"), with AMERICAN HERITAGE TOURS, INC. continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 THE MERGER. Upon the terms and subject to the Conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), Boise and Pensacola shall be merged with and into AMERICAN HERITAGE TOURS, INC. As a result of the Merger, the separate existence of both Boise and Pensacola shall cease and AMERICAN HERITAGE TOURS, INC. shall continue as the Surviving Corporation of the Merger. The Merger does not however, have an effect upon the continued use of both operating companies' respective trade names: "Boise Trolley Tours", "Pensacola Trolley Tours" and "Pensacola City Tours".

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger for both the States of Idaho and Florida (the "Idaho Articles of Merger" and the "Florida Articles of Merger" respectively) shall be executed and filed with the Secretary of State of the State of Idaho and the Secretary of State of the State of Florida at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filings of both the Idaho and Florida Articles of Merger (the "Effective Time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction, at the offices of Pensacola, 3811 W. Nine Mile Road, Pensacola, Florida 32526, unless another place is agreed to by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of Boise and Pensacola shall vest in the Surviving Corporation, and all the liabilities and duties of Boise and Pensacola shall become the liabilities and duties of the Surviving Corporation. Neither Boise nor Pensacola enters this Agreement with any debt.

1.5 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger the articles of incorporation and bylaws of both Boise and Pensacola in effect immediately prior to the Effective Time of the Merger, shall be the articles of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, provided that and the officers and directors of both Boise and Pensacola immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

ARTICLE II

ALLOCATION OF STOCK OF THE SURVIVING CORPORATION

2.1 CAPITAL STOCK DIVISION. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of Boise or Pensacola each current member of both Boise and Pensacola, namely DEBRA MILLER and BURN YOUR SHIPS, INC. respectively shall receive an equal amount of outstanding shares of stock. Each parties' stock allocation shall represent fifty percent of all stock shares issued.

ARTICLE III

ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT AFTER THE MERGER. Upon the Effective Time of the Merger, the Management of the operating companies of the Surviving Corporation will consist of the persons serving as management immediately prior to the Effective Time of the Merger.

3.2 ASSETS TO THE MERGER. In addition to the current assets of both Boise and Pensacola namely the two primary vehicles used to conduct sightseeing tours in each operating company: a 1983 Molly trolley for Boise, and a 1995 Dodge 3500 15 passenger van for Pensacola. Pensacola also pledges two additional vehicles that are not currently registered in the trade names "Pensacola Trolley Tours" or "Pensacola City Tours", these being a 2004 Honda Element and a 2001 Dodge 3500 15 passenger van as assets of the Surviving Corporation.

3.3 ALLOCATION OF ASSETS. The location of the assets of the operating companies of Boise and Pensacola immediately prior to the Effective Time of the Merger will remain the locations of the assets for continued use as equipment of AMERICAN HERITAGE TOURS, INC. The exception to this will be the 2004 Honda Element which will be transported to, and registered in the State of Idaho in the name of the Surviving Corporation. This vehicle is to then remain as a company car for use by DEBRA MILLER and DON BECKER in Boise, Idaho only and not to be driven outside of the Boise metropolitan area.

3.4 INCOME AND COSTS FOR THE YEAR 2011. The operating companies of both Boise and Pensacola have had separate structures of income and expenses in the past, and because of the concern of the possibility that exists of complications that may arise in preparations of tax returns being that the Effective Time of the Merger occurs in the second quarter of the year 2011, it is agreed that the two operating companies shall maintain separate and independent income and expenses for the balance of the calendar year of 2011. Upon a date to be chosen within the first week of January, 2012 the shareholders of AMERICAN HERITAGE TOURS, INC. shall determine an accounting method for the combined income and expenses of both Boise and Pensacola.

3.5 EXCEPTION TO INCOME AND COSTS FOR YEAR 2011. The single exception to the above separation of costs will be the ongoing payment of the State Farm liability insurance policy #12-91A8-J21 that will be maintained on the 2004 Honda Element that is being furnished by and insurance paid for by Pensacola for its use in Boise, Idaho.

3.6 NULLIFIED NON-COMPETE AGREEMENT. This Agreement effectively nullifies a prior non-compete agreement signed by DON

BECKER personally upon the original sale of BOISE TROLLEY, LLC to DEBRA MILLER in 2008.

3.7 AMENDMENTS. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE IV

GENERAL PROVISIONS

4.1 NOTICES. All notices and other communications Hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

BOISE TROLLEY, LLC	c/o DEBRA MILLER 1911 W. State Street Boise, Idaho 83702
--------------------	--

PENSACOLA TROLLEY TOURS, LLC	c/o DON BECKER 1006 Patriot Place Pensacola, Florida 32534
---------------------------------	--

4.2 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party.

4.3 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties.

4.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

4.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure to the benefit of each party hereto, and their respective successors.

4.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

4.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (the State of domicile of the Surviving Corporation).

* * * * *

IN WITNESS WHEREOF, Boise and Pensacola have caused
this Agreement to be executed and delivered by their respective
officers thereunto duly authorized, all as of the date first written
above.

BOISE TROLLEY, LLC

By: /s/ DEBRA MILLER

Debra Miller

Name: DEBRA MILLER
Title: Member



PENSACOLA TROLLEY TOURS, LLC

By: /s/ DON BECKER

Don Becker

Name: DON BECKER
Title: Manager

STATE OF FLORIDA IN THE COUNTY OF

Santa Rosa

I hereby certify that on this day, before me, an officer duly
authorized in the state aforesaid and in the county aforesaid to take
acknowledgements personally appeared who executed the foregoing
instrument and acknowledged before me for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid
this 14th day of April, 2011

[Signature]

Notary Public

My Commission Expires

April 17, 2014



FILED
2011 MAY 24 AM 9:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA