

P94000078867

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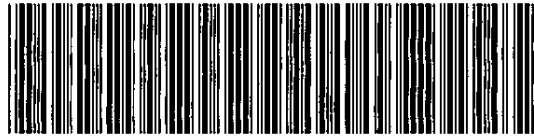
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Certificates of Status

Special Instructions to Filing Officer:

Erin Seid called
5/4/10 request is the
eff date of 4-29-10
be shown on doc.

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EFFECTIVE DATE
4-29-10

04/29/10--01046--019 **78.75

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FILED
10 APR 29 AM 9:12
CLERK OF STATE
TALLAHASSEE, FLORIDA

Roberts MAY 10 4 2010

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Education Training Corporation
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 Seid
Contact Person

Florida Career College
Firm/Company

3383 North State Road 7
Address

Lauderdale Lakes, FL 33319
City/State and Zip Code

eseid@careercollege.edu
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Eric Seid
Name of Contact Person

At (954) 535 - 8673
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
OF
ECLIPSE FINANCIAL SERVICES, INC.
INTO
EDUCATION TRAINING CORPORATION

FILED
10 APR 29 AM 9:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXPIRATION DATE
4-29-10

UNDER SECTIONS 607.1104 AND 607.1105 OF THE
FLORIDA STATUTES

Pursuant to the provisions of Sections 607.1104 and 607.1105 of the Florida Statutes, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are Education Training Corporation, a Florida corporation, and Eclipse Financial Services, Inc., a Florida corporation. The surviving corporation is Education Training Corporation, and is to be governed by the laws of the State of Florida

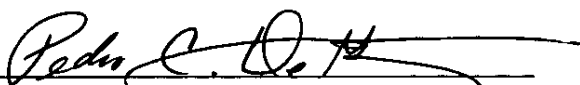
SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by this reference in its entirety.

THIRD: The Agreement and Plan of Merger was duly adopted at a meeting of the Board of Directors and the sole Shareholder of Education Training Corporation on the 28th day of April, 2010, which was sufficient for approval, and was also duly adopted at a meeting of the Board of Directors and the sole Shareholder of Eclipse Financial Services, Inc. on the 28th day of April, 2010, which was sufficient for approval.

FOURTH: The merger shall become effective on April 29, 2010 in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations as party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officer to be effective the 29th day of April, 2010.

Education Training Corporation, a Florida corporation

By: 
Pedro De Guzman, President & CEO

Eclipse Financial Services, Inc., a Florida corporation

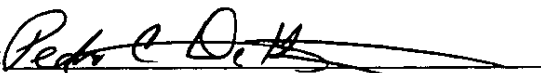
By: 
Pedro De Guzman, President & CEO

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated this 28th day of April, 2010, is made and entered into by and between Eclipse Financial Services, Inc., a Florida Corporation (the "Merging Corporation"), and Education Training Corporation, a Florida Corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes referred to herein as the "Constituent Corporations".

W I T N E S S E T H :

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 1,000 shares of Common Stock, par value \$0.01, of which 100 shares are currently issued and outstanding;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 7,500 shares of Common Stock, par value \$1.00, of which 128.5 shares are currently issued and outstanding;

WHEREAS, the Merging Corporation is a wholly-owned subsidiary of the Surviving Corporation; and

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporation and its respective Shareholder that the Merging Corporation be merged into the Surviving Corporation, which shall be the surviving Corporation, and that the name of the surviving corporation will be "Education Training Corporation".

NOW, THEREFORE, the Constituent Corporations hereby agree that the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I

The Constituent Corporations

The names of the Constituent Corporations to the Merger are Education Training Corporation (Florida Charter No. P94000078867) and Eclipse Financial Services, Inc. (Florida Charter No. P08000017354).

ARTICLE II

The Merger

On the Effective Date, as hereinafter defined, the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Florida Statutes Chapter 607 (the "Florida Law").

ARTICLE III
Effect of Merger

From and after the filing of the Articles of Merger in accordance with Article VIII hereof, the Constituent Corporations shall be a single corporation, which shall be the Surviving Corporation. From and after such filing, the separate existence of the Merging Corporation shall cease, while the corporate existence of the Surviving Corporation shall continue unaffected and unimpaired. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses of 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 Corporation without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation 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 either of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

ARTICLE IV
Articles of Incorporation and Bylaws; Officers and Directors

The Articles of Incorporation and Bylaws of the Surviving Corporation shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

Persons currently serving as the Directors and Officers of the Surviving Corporation shall continue to hold such positions after the Effective Date hereof.

ARTICLE V
Treatment of Shares of Constituent Corporations

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger:

(a) Each share of the Common Stock of the Surviving Corporation outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, continue to be outstanding with no adjustment as a result of the Merger.

(b) Each share of the Common Stock of the Merging Corporation issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled.

ARTICLE VI
Surrender of Certificates

The record holder of the outstanding certificate which represents shares of the Merging Corporation's Common Stock immediately prior to the Merger shall surrender such certificate pursuant to this Agreement and Plan of Merger.

ARTICLE VII
Further Assurance

If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merging Corporation, the last acting Officers and Directors of the Merging Corporation, as the case may be, or the corresponding Officers and Directors of the Surviving Corporation shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE VIII
Approval

This Agreement and Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholder of each Constituent Corporation for approval, unless such approval is not otherwise required, as provided by the Florida Law on or before the 28th day of April, 2010. If duly adopted by the requisite vote of such Directors and Shareholders, if so required, Articles of Merger meeting the requirements of Florida Law shall be filed as soon as practicable in the appropriate office in Florida.

ARTICLE IX
Effective Date

The Merger of the Merging Corporation into the Surviving Corporation shall become effective on April 29, 2010 in accordance with Florida Law. The date on which such Merger shall become effective is herein called the "Effective Date".

ARTICLE X
Covenants of the Merging Corporation

The Merging Corporation covenants and agrees that: (a) it will not further amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XI
Covenants of the Surviving Corporation

The Surviving Corporation covenants and agrees that: (a) it will not further amend its Articles of Incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.


ARTICLE XII
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

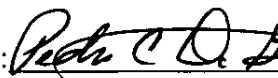
“SURVIVING CORPORATION”

Education Training Corporation, a Florida Corporation

By: 
Pedro De Guzman, President & CEO

“MERGING CORPORATION”

Eclipse Financial Services, Inc., a Florida Corporation

By: 
Pedro De Guzman, President & CEO