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MERGER OR SHARE EXCHANGE

AMERICAN ENTERPRISE REHABILITATION COMPANY, INC.

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STATE OF FLORIDA

ARTICLES OF SHARE EXCHANGE

OF

AMERICAN ENTERPRISE SOLUTIONS, INC.
a Florida corporation,

AND

AMERICAN ENTERPRISE REHABILITATION COMPANY, INC.
a Florida corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1102 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of share exchange.

1. The Agreement and Plan of Share Exchange effective May 1, 2000 (the "Share Exchange") by and among AMERICAN ENTERPRISE SOLUTIONS, INC. a Florida corporation (the "Company"), AMERICAN ENTERPRISE REHABILITATION COMPANY, INC., a Florida corporation ("AERC") and the shareholders of AERC, with all of the issued and outstanding capital stock of AERC being acquired by the Company, has been adopted by the Board of Directors of the Company effective May 1, 2000, by the Board of Directors of AESI effective May 1, 2000, and by the shareholders of Company effective May 1, 2000. A copy of the relevant portions of the Plan of Share Exchange, as required by the provisions of section 607.1105 of the Act, is attached hereto as Exhibit A and made a part hereof.

2. AERC shall continue in existence as a wholly-owned subsidiary of the Company in accordance with its Articles of Incorporation.

3. The Share Exchange herein provided for shall be effective on May 1, 2000.

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Fax: (407) 905-9695

Fax Audit No: #000000382713

Executed as of the 18 day of July, 2000

AMERICAN ENTERPRISE REHABILITATION COMPANY, INC.

By: _____
E. Nicholas Davis, III, President

AMERICAN ENTERPRISE SOLUTIONS, INC.

By: _____ C.E.O.
Chuck Broes, CEO

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EXHIBIT "A"

AGREEMENT AND PLAN OF SHARE EXCHANGE

This AGREEMENT AND PLAN OF SHARE EXCHANGE, effective May 1, 2000, is by and among AMERICAN ENTERPRISE SOLUTIONS, INC., a Florida corporation ("AESI"), AMERICAN ENTERPRISE REHABILITATION COMPANY, INC. ("AERC") and E. Nicholas Davis, III, Randy Lubinsky and Mark Szporka (hereinafter collectively called "Shareholder").

In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, intending to be legally bound hereby, AESI and Shareholder hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 **The Acquisition.** At the Effective Time and subject to and upon the terms and conditions of this Agreement, AESI shall acquire from Shareholder his AERC Shares.

1.2 **Effective Time.** Notwithstanding the Closing Date, the Transactions contemplated by this Agreement shall be effective as May 1, 2000 (the "Effective Time").

ARTICLE 2

ACQUISITION CONSIDERATION

2.1 **Exchange of Stock.** The manner and basis of Shareholder exchanging his AERC Shares shall be as follows: for each AERC Share owned by Shareholder which are outstanding immediately prior to the Effective Time shall at the Effective Time, by virtue of the Acquisition, and without any action on the part of Shareholder, be exchanged into only the right to receive the Acquisition Consideration set forth in and paid in accordance with the provisions of the Stock Exchange Agreement. The AESI common shares to be delivered by AESI in exchange for the AERC Shares owned by Shareholder are collectively hereinafter referred to as the "Acquisition Shares". The AESI warrants to purchase AESI common shares that are to be delivered by AESI in exchange for the AERC Shares owned by Shareholder are collectively hereinafter referred to as the "Acquisition Warrants". The Acquisition Shares and the Acquisition Warrants are hereinafter collectively referred to as the "Acquisition Securities." After the Effective Time, the ownership interest of Shareholder in AERC shall be recognized or deemed to

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be issued only to AESI and it shall have all rights in respect thereof and Shareholder shall not have any rights other than as set forth herein.

2.2 **Fractional Shares.** No scrip or fractional shares of the capital stock of AESI shall be issued in the Acquisition.

2.3 **Options and Warrants.**

(a) All options, warrants and other securities owned by Shareholder or his affiliates that might otherwise be converted for a capital or other interest in AERC which is outstanding at the Effective Time shall, by virtue of the Acquisition and without any further action on the part of Shareholder or the holder of any such option, warrant or securities be terminated and shall become null and void, *ab initio*.

2.4 **Delivery of Shares.**

(a) On or as soon as practicable after the Effective Time, Shareholder will surrender for cancellation certificate(s), if any, representing the AERC Shares, against delivery of certificates representing Two Hundred Fifty Thousand (250,000) Acquisition Shares. Until surrendered and exchanged as herein provided, each outstanding certificate owned by Shareholder or his affiliates which, prior to the Effective Time, represented as an AERC ownership certificate shall be deemed for all corporate purposes to evidence ownership of the Acquisition Shares.

(b) If delivery of all or part of the Acquisition Shares is to be made to a person other than Shareholder, it shall be a condition of such delivery or exchange that the certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such delivery or exchange shall have paid any transfer and other taxes required by reason of such delivery or exchange in a name other than Shareholder.

(c) Until surrendered and exchanged, each such certificate shall, after the Effective Time, represent solely the right to receive the Acquisition Shares, in an amount and of the type determined in accordance with the Stock Exchange Agreement, and Shareholder or its affiliates shall have no ownership or other rights. No interest shall accrue or be payable on any Acquisition Shares.