



P99000001838

FILED  
SEP 28 PM 1:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 389059 11758A

AUTHORIZATION :

*Patricia Pigott*

COST LIMIT : \$ 70.00

ORDER DATE : September 27, 1999

ORDER TIME : 10:0 AM

ORDER NO. : 389059-005

EFFECTIVE DATE  
*10/1/99*

600002998906--2

CUSTOMER NO: 11758A

CUSTOMER: Jeffrey S. Wachs, Esq  
Doumar Allsworth Curtis Cross  
1177 Southeast Third Avenue

Fort Lauderdale, FL 33316

ARTICLES OF MERGER

G.H.S., INC.

INTO

AMERICAN HERITAGE SCHOOL OF  
BOCA DELRAY, INC.

RECEIVED  
99 SEP 28 AM 10:35  
DEPT. OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS:

*AR*  
*9/28/99*

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

G.H.S., INC., a Florida corporation P96000089746

INTO

**AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC.,** a Florida entity,  
P99000001838.

File date: September 28, 1999 , effective October 1, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 70.00

EFFECTIVE DATE  
10/1/99

ARTICLES OF MERGER

OF

G.H.S., INC.

INTO

AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC.

FILED  
99 SEP 28 PM 1:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned duly authorized officers of G.H.S., INC. and AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC., both corporations of the State of Florida, hereby file these Articles of Merger in order to effect a merger under the laws of the State of Florida.

ARTICLE I  
MERGER

G.H.S., INC. (referred to hereinafter as the "Merged Corporation") shall be merged with and into AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC. (referred to hereinafter as the "Surviving Corporation"), in accordance with the terms and conditions set forth in the AGREEMENT AND PLAN OF MERGER duly adopted by the Board of Directors of the Corporations and approved by the shareholders of the Corporations in accordance with the provisions of the Florida General Corporation Act. The corporate existence of the Merged Corporation shall cease on the Effective Time of the merger. AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC. will continue in existence as the Surviving Corporation after the Effective Time of the merger.

ARTICLE II  
SHAREHOLDER APPROVAL

THE AGREEMENT AND PLAN OF MERGER was approved by consent in writing signed by the sole shareholder of G.H.S., INC. and consent in writing by the sole shareholder of AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC. on the 23rd day of September, 1999 pursuant to the provisions of Sections 601.1103 and 607.0704 of the Florida General Corporation Act.

ARTICLE III  
PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit "A".

ARTICLE IV  
EFFECTIVE DATE AND TIME

The merger contemplated herein shall become effective as of the 1st day of October, 1999.

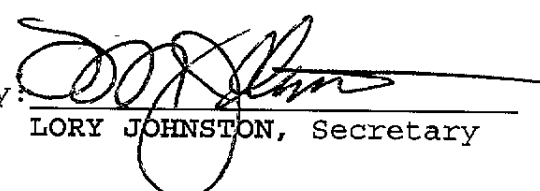
IN WITNESS WHEREOF, the undersigned officers have hereunto set their hands this 23 day of SEPTEMBER, 1999.

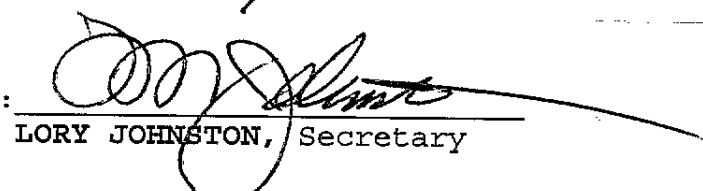
G.H.S., INC.

AMERICAN HERITAGE SCHOOL OF  
BOCA DELRAY, INC.

By:   
WILLIAM R. LAURIE, President

By:   
WILLIAM R. LAURIE, President

By:   
LORY JOHNSTON, Secretary

By:   
LORY JOHNSTON, Secretary

STATE OF FLORIDA )

SS:

COUNTY OF BROWARD )

BEFORE ME, the undersigned officer, personally appeared WILLIAM R. LAURIE, the President of AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC., who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 23rd day of September, 1999.

 Karen Gaus  
My Commission CC743116  
Expires May 17, 2002

Karen Gaus  
Notary Public, State of Florida  
Print Name: Karen Gaus

STATE OF FLORIDA )

SS:

COUNTY OF BROWARD )

BEFORE ME, the undersigned officer, personally appeared WILLIAM R. LAURIE, the President of G.H.S., INC., who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 23rd day of September, 1999.

 Karen Gaus  
My Commission CC743116  
Expires May 17, 2002

Karen Gaus  
Notary Public, State of Florida  
Print Name: Karen Gaus

 Karen G  
My Co  
Expir.

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER dated as of the 23 day of SEPTEMBER, 1999 by and among G.H.S., INC., a Florida corporation ("GHS"), and AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC., a Florida corporation, ("AHS").

### **W I T N E S S E T H:**

WHEREAS, AHS desires to acquire all of the assets and properties of GHS; and

WHEREAS, GHS deems it advisable and in its best interest of the entity and its members that GHS be merged with and into AHS (the "Merger");

NOW, THEREFORE, GHS and AHS hereby agree as follows:

### **ARTICLE I**

#### **THE MERGER**

Section 1.1. The Merger. At the Effective Time of the Merger (as defined in Section 1.2), GHS shall be merged with and into AHS as provided herein. Thereupon, the existence of AHS, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and the identity and existence, with all the purposes, powers and objects, of GHS shall be merged into AHS and AHS as the entity surviving the Merger shall be fully vested therewith. The separate existence and organization of GHS shall cease upon the Merger becoming effective as herein provided and thereupon GHS and AHS shall be a single entity, to wit AHS (sometimes herein called the "Surviving Entity").

Section 1.2. Effective Time of Merger. After the execution of this Merger Agreement, Articles of Merger will be prepared to be executed by both entities. Such Articles of Merger shall be filed with the Office of the Secretary of State of Florida. The merger contemplated herein shall become effective as of the 1st day of October, 1999. (hereinafter called the "Effective Time").

Section 1.3. Ceasing of Business by GHS. As of the Effective Time of the Merger, GHS shall cease doing business. Its customers shall be notified on or before the Effective Time that GHS has merged with AHS and that all work done after Effective Time shall be done under the name of AHS.

## ARTICLE II

### CERTIFICATE OF INCORPORATION, BYLAWS, AND DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

Section 2.1. Certificate of Incorporation. The Articles of Incorporation of AHS in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.

Section 2.2. ByLaws. The ByLaws of AHS in effect immediately prior to the Effective Time of the Merger shall be the ByLaws of the Surviving Corporation unless and until amended or repealed as provided by law, by the Articles of Incorporation of the Surviving Corporation or by such ByLaws.

Section 2.3. Directors and Officers. The directors of AHS immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation, and the officers of AHS immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation. Such directors and officers shall serve until their successors shall have been elected or appointed and shall qualify or until otherwise provided by law, by the Articles of Incorporation of the Surviving Corporation or by the ByLaws of the Surviving Corporation.

## ARTICLE III

### CONVERSION AND EXCHANGE OF SHARES

Section 3.1. Conversion of GHS Shares into AHS Shares. On the Effective Time, the issued and outstanding shares of the Common Stock, par value \$1.00 per share, of GHS immediately prior to the Effective Time shall by virtue of the Merger be automatically converted into shares of AHS Common Stock, par value \$1.00 per share, at a rate of one share of GHS Common Stock, par value \$1.00 per share for each share of AHS Common Stock, par value \$1.00 per share.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF GHS

As of the date hereof and as of the Effective Time, GHS represents and warrants as set forth below.

Section 4.1. Organizations and Existence. GHS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has the power to own all of its property and assets and to carry on business as it is now being conducted. Subject to the approval of the Merger by its shareholders, GHS has the power and is duly authorized by all necessary action to merge with AHS pursuant to this Agreement. Subject to such approval, the shareholder of GHS has taken all action required by law, its Regulations or otherwise to authorized the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of GHS in accordance with its terms. The director of GHS has determined to recommend the adoption of this Agreement and the consummation of the Merger to GHS's shareholders. The execution and delivery of this Agreement do not, and subject to such member approval the consummation of the Merger will not, violate any provisions of GHS's Regulations.

#### ARTICLE V

##### BYLAWS AND/OR ARTICLES OF INCORPORATION REPRESENTATIONS AND WARRANTIES OF AHS

As of the date hereof and as of the Effective Time, AHS represents and warrants as set forth below.

Section 5.1. Organizations and Existence. AHS is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. AHS has the power to own all of its property and assets and to carry on business as it is now being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which its ownership of property or the conduct of its business requires such qualifications. AHS has the power and is duly authorized by all necessary action to execute, deliver and perform this Agreement. The shareholders of AHS have taken all action required by law, or otherwise to authorize the execution and delivery of this Agreement, and this Agreement is a valid and binding agreement of AHS in accordance with its terms. The execution and delivery of this Agreement do not, the consummation of the Merger will not, violate any provisions of AHS's ByLaws and/or Articles of Incorporation.

#### ARTICLE VI

##### ADDITIONAL COVENANTS AND AGREEMENTS

Section 6.1. Operations Prior to Closing. GHS and AHS further agree that:



(a) GHS agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practice.

(b) AHS agrees that it will, at all times subsequent to the date of this Agreement and prior to the Effective Time of the Merger, operate its business in the ordinary course consistent with past practices.

## ARTICLE VII

### CONDITIONS OF GHS AND AHS OBLIGATIONS TO CLOSE

Section 8.1. Conditions of GHS and AHS Obligations to Close. The obligations of GHS and AHS to consummate the Merger is subject to satisfaction on or prior to the Effective Time of the following conditions:

(a) Each of the acts and undertakings of GHS and AHS to be performed on or before the Effective Time pursuant to the terms hereof shall have been duly performed in all material respects.

(b) Except as affected by transactions contemplated by this Agreement, the representations and warranties of GHS and AHS contained in this Agreement shall be true in all material respects on and as of the Effective Time with the same effect as though such representations and warranties had been made on and as of such date.

(c) The Merger shall not violate any order, decree or judgment of any court or governmental body having competent jurisdiction.

## ARTICLE VIII MISCELLANEOUS

Section 8.1. No Survival of Representations and Warranties. None of the representations and warranties included or provided for herein, or in any instrument of transfer or other document delivered pursuant hereto, shall survive the Effective Time of the Merger.

Section 8.2. Tax Characterization. This transaction is intended to qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code. Accordingly, on and after the Effective Time, the books and records of the Surviving Entity shall be maintained in such a manner as to appropriately

reflect a consummation of the aforescribed reorganization and all reports required to be filed with the Internal Revenue Service on or after the Effective Time shall appropriately reflect the reorganization.

Section 8.3. Binding Effects. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided that this Agreement may not be assigned by any party without the consent of the other parties.

Section 8.4. Amendments. This Agreement may be amended only in writing with the approval of the Board of Directors of each party.

Section 8.5. Counterparts. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

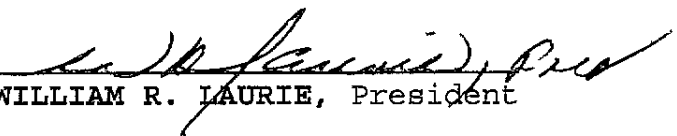
Section 8.6. Further Action. GHS and AHS each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 8.7. Entire Agreement. This Agreement and the documents, letters and exhibits described herein or attached or delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

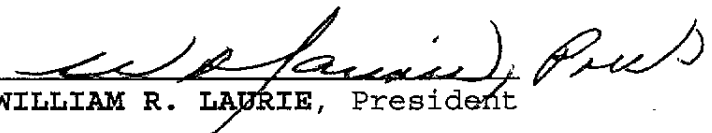
Section 8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of each of the parties as of the day and year first above written.

G.H.S., INC.

By:   
WILLIAM R. LAURIE, President

AMERICAN HERITAGE SCHOOL OF  
BOCA DELRAY, INC.

By:   
WILLIAM R. LAURIE, President

**UNANIMOUS WRITTEN CONSENT**

**OF**

**THE SOLE SHAREHOLDER**

**OF**

**AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC.**

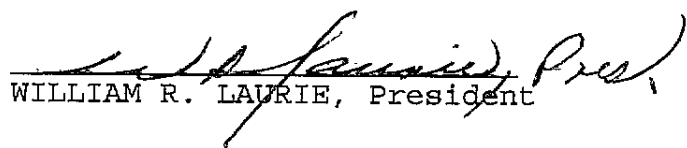
Pursuant to Section 607.0704 of the Florida Statutes, the following actions are hereby approved by the Sole Shareholder of the corporation on the 23rd day of September, 1999.

1. The Articles of Merger and Agreement and the Plan of Merger between G.H.S., INC. and AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC., are hereby approved and adopted.

Dated this 23 day of SEPTEMBER, 1999.

**AMERICAN LEARNING SYSTEMS OF BOCA  
DELRAY, INC.**

By:

  
WILLIAM R. LAURIE, President

**UNANIMOUS WRITTEN CONSENT**

**OF**

**THE SOLE SHAREHOLDER**

**OF**

**G.H.S., INC.**

Pursuant to Section 607.0704 of the Florida Statutes, the following actions are hereby approved by the Sole Shareholder of the corporation on the 23rd day of September, 1999.

1. The Articles of Merger and Agreement and the Plan of Merger between G.H.S., INC. and AMERICAN HERITAGE SCHOOL OF BOCA DELRAY, INC., are hereby approved and adopted.

Dated this 23 day of SEPTEMBER, 1999.

**AMERICAN LEARNING SYSTEMS OF BOCA  
DELRAY, INC.**

By:

  
WILLIAM R. LAURIE, President