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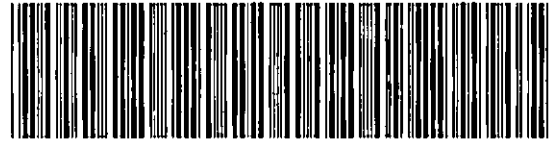
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200375036932

*Merger*

11/03/21--01027--001 ++\$5.00

10/15/21--01010--020 ++\$5.00

2021 NOV -3 AM 8:40  
CLERK OF SUPERIOR COURT  
JANUARY 1, 2021

FILED

A. RAMSEY

NOV 04 2021

*00678; 00524; 00671*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** National Association of Teachers of Singing, Inc.  
\_\_\_\_\_  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

James A. Nolan

\_\_\_\_\_  
(Contact Person)

The Liles Firm, P.A.

\_\_\_\_\_  
(Firm/Company)

50 N. Laura St., Ste. 1200

\_\_\_\_\_  
(Address)

Jacksonville, FL 32202

\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

James A. Nolan

\_\_\_\_\_  
(Name of Contact Person)

At ( 904 ) 634-1100

\_\_\_\_\_  
(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

2021 NOV -3 AM 10:48



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 27, 2021

JAMES A. NOLAN  
THE LILES FIRM, P.A.  
50 N. LAURA ST, STE 1200  
JACKSONVILLE, FL 32202 US

SUBJECT: NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INC.  
Ref. Number: N08000004729

We have received your document for NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The filing fee is \$35.00 for each corporation involved in the merger.

Please return 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) 245-6823.

Annette Ramsey  
OPS

Letter Number: 421A00026170

**ARTICLES OF MERGER  
FOR  
A NEW YORK CORPORATION  
WITH AND INTO  
A FLORIDA CORPORATION**

FILED

2021 NOV -3 AM 8:40

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

These Articles of Merger are submitted to merge a New York not for profit corporation with and into a Florida not for profit corporation in accordance with Section 617.1107, Florida Statutes (2021). Accordingly:

**ARTICLE 1  
MERGING CORPORATIONS**

The exact name, form/entity type, and jurisdiction for the two merging corporations are as follows:

**National Association of Teachers of Singing Foundation, Inc.**  
a New York Not for profit corporation

**National Association of Teachers of Singing, Inc.**  
a Florida Not for profit corporation

**ARTICLE 2  
SURVIVING CORPORATION**

The exact name, form/entity type, and jurisdiction of the surviving corporation are as follows:

**National Association of Teachers of Singing, Inc.**  
a Florida Not for profit corporation

**ARTICLE 3  
APPROVAL OF ARTICLES AND PLAN**

**By Florida Merging Corporation.** The merger was approved by the Florida merging corporation in accordance with Section 617.1105, Florida Statutes (2021), by the affirmative vote of the board of directors on Aug 30, 2021. The members of the Florida merging corporation are not entitled to vote on a plan of merger. On the date of the vote, there were 23 directors then in office, and the vote for the plan was 23 for and 0 against

**By New York Merging Corporation.** The merger was approved by the New York merging corporation in accordance with Section 902, Consolidated Laws of New York, by the affirmative vote of the board of directors on 9/26, 2021. The members of the New York merging corporation are not entitled to vote on a plan

of merger. On the date of the vote, there were 13 directors then in office, and the vote for the plan was 12 for and 0 against

**ARTICLE 4**  
**CONTINUATION OF EXISTENCE OF SURVIVING CORPORATION**

The surviving corporation is in existence before the merger, is a domestic filing entity, and shall continue in existence as described in Section 617.1106, Florida Statutes (2021).

**ARTICLE 5**  
**EFFECTIVE DATE**

The effective date of the merger shall be upon filing of these Articles of Merger with the Florida Department of State.

**ARTICLE 6**  
**PLAN OF MERGER**


The Plan of Merger is attached hereto as Exhibit A. The Plan of Merger was adopted by each of the merging corporations by affirmative vote of the respective boards of directors.

*[Signature Page Follows]*

The undersigned hereby affirm that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

**NATIONAL ASSOCIATION OF TEACHERS  
OF SIGNING FOUNDATION, INC.**

a New York not for profit corporation

By:   
Name: Brian L. Horne  
Title: President

**NATIONAL ASSOCIATION OF TEACHERS  
OF SIGNING, INC.**

a Florida not for profit corporation

By:   
Name: Allen Henderson  
Title: Executive Director

# EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), dated effective as of \_\_\_\_, 2021, is by and between **NATIONAL ASSOCIATION OF TEACHERS OF SINGING FOUNDATION, INC.** (the "*Merging Corporation*" or "*Foundation*"), a New York not-for-profit corporation that is operated under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), and **NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INC.** (the "*Surviving Corporation*" or "*NATS*"), a Florida not-for-profit corporation that is operated under Section 501(c)(3) of the Code.

WHEREAS, Merging Corporation provides financial assistance and scholarship awards to singing students to encourage and promote high vocal standards and excellence, and supports the art of singing through its affiliation with the Surviving Corporation;

WHEREAS, Surviving Corporation's members are focused on scholarship, research, teaching and performance in singing;

WHEREAS, to facilitate and accomplish the interests of both the Merging Corporation and the Surviving Corporation, and as it has become apparent to Merging Corporation that combining efforts with the Surviving Corporation would yield efficiency, consistency of management, as well as a unified voice in fundraising efforts, the merging parties have determined that it is beneficial and useful to both parties, to merge;

WHEREAS, the Surviving Corporation has adopted, and will occasionally review and attempt to improve, various policies and guidelines for the administration, acceptance and distribution of designated and restricted gifts and endowed funds (collectively, the "*NATS Policies and Guidelines*").

WHEREAS, the respective Boards of Directors of Merging Corporation and Surviving Corporation have approved this Agreement; and

WHEREAS, the Bylaws of Surviving Corporation do not require approval of a merger by the members of the Surviving Corporation.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

### **ARTICLE I** **MERGER**

**1.1. Merger.** Subject to the terms and conditions of this Agreement, Merging Corporation shall be merged with and into Surviving Corporation (the "*Merger*") in accordance with the Florida Not For Profit Corporation Act. The separate existence of Merging Corporation

shall cease and Surviving Corporation shall be the Surviving Corporation and continue its corporate existence under the laws of the State of Florida.

**1.2. Effect of the Merger.** At the Effective Time of the Merger (as hereinafter defined), Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of Merging Corporation and Surviving Corporation; all property, real, personal and mixed, all accounts, funds, endowments, all debts due on any account, and all other choses in action, and every other interest of or belonging to or due to each of Merging Corporation and Surviving Corporation shall vest in Surviving Corporation without any further act or deed; the title to any real estate or any interest therein vested in Merging Corporation shall not revert nor in any way become impaired by reason of the Merger; Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of Merging Corporation and Surviving Corporation; a claim of or against or a pending proceeding by or against Merging Corporation or Surviving Corporation may be prosecuted as if the Merger had not taken place, or Surviving Corporation may be substituted in the place of Merging Corporation; and neither the rights of creditors nor any liens upon the property of Merging Corporation or Surviving Corporation shall be impaired by the Merger.

**1.3. Effective Time of the Merger.** The Merger shall become effective upon filing of Articles of Merger with the Florida Secretary of State (the "*Effective Time*").

## **ARTICLE 2**

### **SURVIVING CORPORATION INFORMATION**

**2.1. Name and Domicile of Surviving Corporation.** The name of Surviving Corporation is **NATIONAL ASSOCIATION OF TEACHERS OF SINGING, INC.** Surviving Corporation is duly organized, validly existing and in good standing under the Florida Not For Profit Corporation Act.

**2.2. Articles of Incorporation.** The Articles of Incorporation of Surviving Corporation, as in effect at the Effective Time, shall be the Articles of Incorporation of Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Not For Profit Corporation Act.

**2.3. Bylaws.** The Bylaws of Surviving Corporation shall be the Bylaws of Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Not For Profit Corporation Act.

**2.4. Directors and Officers.** The directors and officers of Surviving Corporation at the Effective Time shall remain as the directors and officers of Surviving Corporation from and after the Effective Time and shall hold office in accordance with the Articles of Incorporation and Bylaws of Surviving Corporation and until their successors are duly elected and qualified in due course; such timing being unaffected by the Merger.



**ARTICLE 3**  
**MERGING CORPORATION INFORMATION; CONSIDERATION.**

**3.1. No Stock.** There is no stock or other ownership interest in Merging Corporation as of the Effective Time and Merging Corporation does not have any members.

**3.2. No Consideration.** No consideration shall be due or payable in connection with the Merger.

**3.3 Heritage Fund.** Prior to the Merger, the Merging Corporation manages several funds (the "*Foundation Heritage Fund*") to provide scholarships, awards and financial assistance as previously disclosed with the Surviving Corporation. The Foundation Heritage Fund is a collection of individual funds (each of which is referred to as a "*Designated Fund*"), each of which is associated with a particular designated fund purpose. Merging Corporation has previously provided Surviving Corporation with the fund purpose for each Designated Fund.

**ARTICLE 4**  
**APPROVALS; CONSENTS**

**4.1. Merging Corporation: Director Approval.** This Agreement and the Merger were duly adopted and approved effective as of 9/26/, 2021 by Merging Corporation's Board of Directors in accordance with the applicable provisions of the New York Not For Profit Corporation Laws and in accordance with its constituent documents.

**4.2. Surviving Corporation: Director Approval.** This Agreement and the Merger were duly adopted and approved effective as of 8/30, 2021 by Surviving Corporation's Board of Directors in accordance with the applicable provisions of the Florida Not For Profit Corporation Act and in accordance with their constituent documents.

**4.3. Consents.** Any and all consents, permits, authorizations, approvals and orders deemed, in the discretion of Merging Corporation or Surviving Corporation, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

**ARTICLE 5**  
**REPRESENTATIONS AND COVENANTS**

**5.1. Representations of Merging Corporation.** Merging Corporation represents to Surviving Corporation that the statements contained in this Section 5.1 are true and correct as of the date hereof.

(a) **Organization and Qualification of Merging Corporation.** Merging Corporation is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all necessary corporate power and authority to

own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the business and activities as currently conducted by it. Merging Corporation is duly licensed or qualified to do business and is in good standing in the State of New York. Merging Corporation has made available to Surviving Corporation copies of the minutes of the meetings of its board of directors occurring in calendar years 2017, 2018, 2019 and 2020, as well as the minutes of the meetings of each committee of its board of directors for these same calendar years.

(b) Authority of Merging Corporation. Merging Corporation has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Merging Corporation of this Agreement, the performance by Merging Corporation of its obligations hereunder, and the consummation by Merging Corporation of the transactions contemplated hereby have all been duly authorized and approved by all requisite corporate action on the part of Merging Corporation. This Agreement has been duly executed and delivered by Merging Corporation, and (assuming due authorization, execution and delivery by Surviving Corporation) this Agreement constitutes a legal, valid and binding obligation of Merging Corporation, enforceable against Merging Corporation in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) No Conflicts; Consents. The execution, delivery and performance by Merging Corporation of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) result in a violation or breach of any provision of the articles of incorporation or by-laws of Merging Corporation; (b) result in a violation or breach of any provision of any applicable law or governmental order applicable to Merging Corporation or its business or assets; (c) require the consent, notice or other action by any person, entity or governmental authority or agency; or (d) conflict with, result in a violation or breach of, or constitute a default under any contract, agreement, relationship or instrument to which Merging Corporation is a party.

(d) Title to Property; Condition. Merging Corporation has good and valid title to, or a valid leasehold interest in, all of its property and assets, free and clear of all liens, claims or other encumbrances. Each item of tangible personal property owned or used by Merging Corporation is in working condition and repair, free from any material defects but ordinary wear and tear excepted, and usable in the operation of its programs and activities in the ordinary course consistent with past practices. Merging Corporation owns or validly licenses all intellectual property rights used by it in the conduct of its business and activities, and none of such rights or uses infringes on the intellectual property rights of any other person or entity.

(e) Compliance with Laws; Permits. Merging Corporation is in compliance with all laws, rules and regulations applicable to the conduct of its business as currently conducted or the ownership and use of its properties and assets. All permits, licenses, accreditations, certifications and authorizations of any governmental authority or private

accrediting agency required for Merging Corporation to conduct its business and operate its programs as currently conducted or for the ownership and use of its properties and assets have been obtained by Merging Corporation and are valid and in full force and effect. Neither Merging Corporation, nor any officer, director or employee of Merging Corporation, nor any agent or representative of Merging Corporation, acting in such capacity, has used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) directly or indirectly violated or taken any act in furtherance of violating any provision of any applicable laws, rules or regulations relating to anti-bribery or anti-corruption; or (iii) made any other payment or provided anything of value to anyone in violation of applicable laws, rules or regulations.

(f) Employment Matters. Merging Corporation is in compliance with all applicable laws, rules and regulations pertaining to employment and employment practices, including laws, rules and regulations relating to discrimination, hours of work, the payment of wages or overtime wages, occupational health and safety, workers' compensation, collective bargaining, equal pay or treatment, parental or other leave and pay, immigration control, information and data privacy and security, and the withholding and payment of social security and other federal, state and local taxes. (c) To Merging Corporation's actual knowledge, there are no complaints, demands, lawsuits, or other proceedings pending or threatened against Merging Corporation brought by or on behalf of any current or former applicant for employment, employee, independent contractor, relating to any such law or regulation, or alleging breach of any express or implied contract of employment, of any law or regulation governing employment or termination thereof, or of any other discriminatory, wrongful, or tortuous conduct in connection with the employment relationship. Merging Corporation has paid in full to all current and former employees all wages, salaries, bonuses, vacation and other paid time off, and commissions due and payable to such employees.

(g) No Undisclosed Liabilities; Financial Statements; No Litigation. Merging Corporation has no liabilities, obligations or commitments of any nature whatsoever, absolute or contingent, accrued or unaccrued, or otherwise, except those which are adequately reflected or reserved against in Merging Corporation's most recent financial statements (copies of which have been provided to Surviving Corporation), and those which have been incurred in the ordinary course of Merging Corporation's business consistent with past practice since the date of such financial statements. Merging Corporation's financial statements provided to Surviving Corporation are accurate and complete in all material respects, present fairly the financial position of Merging Corporation as of the date(s) thereof, and have been prepared in accordance with generally accepted accounting principles ("GAAP"), consistently applied. There is no action, suit, claim, proceeding, demand, audit or investigation (whether or not purportedly on behalf of or against Merging Corporation) pending or, to Merging Corporation's knowledge, threatened against or affecting either Merging Corporation or its properties or assets, individually or in the aggregate, by or before any governmental authority, and, to Merging Corporation's knowledge, no circumstances or conditions exist which are likely to result in any such action, suit, claim, proceeding, demand, audit or investigation.

(h) Insurance. All insurance policies to which Merging Corporation is either an insured or a beneficiary (the "*Merging Corporation Insurance Policies*") provide coverage for those risks incident to the business of Merging Corporation and its respective properties and assets as is customary for companies conducting the business conducted by Merging Corporation during such time period, are in character and amount at least equivalent to that carried by organizations engaged in similar businesses and subject to the same or similar perils or hazards. In addition, (i) All premiums due and payable in respect of each Merging Corporation Insurance Policy have been paid and Merging Corporation has not received notice from any insurer or agent of any intent to cancel any such Merging Corporation Insurance Policy, (ii) all Merging Corporation Insurance Policies are valid and enforceable policies, and (iii) Merging Corporation has not received written notice from any insurance company or governmental authority of any defects or inadequacies that would adversely affect the insurability of, or cause any material increase in the premiums for, insurance covering Merging Corporation or any of its properties or assets that have not been cured or repaired to the satisfaction of the party issuing the notice.

(i) Fund Purposes. The Merging Corporation has previously provided the Surviving Corporation with the correct and complete description of the designation, purpose and all restrictions associated with each Designated Fund. Surviving Corporation's management of the Designated Funds after the Merger in compliance with such descriptions will not result in any default or breach on the part of Surviving Corporation to any donor to such Designated Funds.

(j) Tax Matters.

(1) Merging Corporation is a tax-exempt organization described in Section 501(c)(3) of the Code in good standing and there has been no revocation of (nor do facts or circumstances exist which could cause a revocation of) the IRS Determination Letter issued to Merging Corporation (the "*Foundation Determination Letter*"). Merging Corporation is exempt from federal income taxation (except for taxation on unrelated trade or business income under Section 511 of the Code) under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and Merging Corporation is not a "private foundation" as defined in Section 509(a) of the Code. Merging Corporation has been operated since its incorporation in accordance with the rules, regulations and laws governing tax-exempt organizations described in Section 501(c)(3) of the Code. Merging Corporation is qualified and in good standing as a tax-exempt organization under New York law for sales tax, use tax and other applicable tax purposes.

(2) Merging Corporation's mission statement (the "*Foundation Mission Statement*") as exemplified in its bylaws is:

*To provide financial assistance to deserving persons through NATS Foundation Awards for the purpose of furthering their careers and promoting the high standards of the National Association of Teachers of Singing;*

*To support the art of singing by a variety of related projects which represent a vision of continued excellence for the future.*

Merging Corporation conducts its business and activities in accordance with and in furtherance of the Foundation Mission Statement. The nature and scope of Merging Corporation's business and activities are consistent with and in furtherance of the tax exempt purpose of Merging Corporation that served as the basis upon which the IRS issued the Foundation Determination Letter, and the terms of the Foundation Mission Statement are consistent with and in furtherance of such tax exempt purpose.

(3) Merging Corporation has been advised of the tax exempt purpose and mission statement of Surviving Corporation, and the nature and scope of the business and activities conducted by Merging Corporation as of the date hereof are consistent with and in furtherance of Surviving Corporation's tax exempt purpose and mission statement.

(4) All federal and state tax returns and tax reports, including without limitation, payroll tax returns and reports, required to be filed by or with respect to Merging Corporation have been timely filed, and all such Tax Returns are complete and correct in all material respects. Merging Corporation has (x) timely paid all material federal, state and local income and payroll taxes that are due, or that have been asserted in writing by any governmental authority to be due, from or with respect to it and (y) provided adequate reserves in its financial statements, for any federal, state or local income or payroll taxes that have not been paid, whether or not shown as being due on any tax returns, in accordance with GAAP. Merging Corporation is not currently under audit or other examination by the Internal Revenue Service or any other federal, state or local tax or other regulatory authority (nor has it received a notice of any such impending audit or examination), and Merging Corporation is not aware of any facts or occurrences that, if reviewed by any such audit or examination, may or would result in any material claim against or liability owing from Merging Corporation or its successor in interest.

**5.2. Representations of Surviving Corporation.** Surviving Corporation represents to Merging Corporation that the statements contained in this Section 5.2 are true and correct as of the date hereof.

(a) Organization and Qualification of Surviving Corporation. Surviving Corporation is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the business and activities as currently conducted by it. Surviving Corporation is duly licensed or qualified to do business and is in good standing in the State of Florida.

(b) Authority of Surviving Corporation. Surviving Corporation has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Surviving Corporation of this Agreement, the performance by Surviving

Corporation of its obligations hereunder and the consummation by Surviving Corporation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Surviving Corporation. This Agreement has been duly executed and delivered by Surviving Corporation, and (assuming due authorization, execution and delivery by Surviving Corporation) this Agreement constitutes a legal, valid and binding obligation of Surviving Corporation, enforceable against Surviving Corporation in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(c) Tax Matters.

(i) Surviving Corporation is a tax-exempt organization described in Section 501(c)(3) of the Code in good standing and no facts or circumstances have occurred which could cause the IRS Determination Letter issued to Surviving Corporation and dated February 9, 2010 (confirming exemption effective April 26, 1944) (the "*NATS Determination Letter*") to be revoked. Surviving Corporation is exempt from federal income taxation (except for taxation on unrelated trade or business income under Section 511 of the Code) under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and Surviving Corporation is not a "private foundation" as defined in Section 509(a) of the Code.

(ii) Surviving Corporation's mission statement (the "*NATS Mission Statement*") as exemplified in its bylaws is:

*To advance excellence in singing through teaching, performance, scholarship, and research.*

Surviving Corporation conducts its business and activities in accordance with and in furtherance of the NATS Mission Statement. The nature and scope of Surviving Corporation's business and activities are consistent with and in furtherance of the tax exempt purpose of Surviving Corporation that served as the basis upon which the IRS issued the NATS Determination Letter, and the terms of the NATS Mission Statement are consistent with and in furtherance of such tax exempt purpose.

(iii) Surviving Corporation has been advised of the tax exempt purpose and mission statement of Merging Corporation, and the nature and scope of the business and activities conducted by Merging Corporation as of the date hereof are consistent with and in furtherance of Surviving Corporation's tax exempt purpose and the Amended NATS Mission Statement.

**5.3. Post-Merger Covenants.** Following the Merger, and subject to compliance with applicable provisions of the Internal Revenue Code, U.S. Treasury Regulations, other federal laws, and the NATS Policies and Guidelines as effective from time to time, the Surviving Corporation

shall administer and manage each Designated Fund comprising the Foundation Heritage Fund as set forth in this Section 5.3.

(a) The Foundation Heritage Fund will be managed as a collection of Designated Funds, each identified in a convenient manner determined by NATS, based on donor identity, and/or fund purpose.

(b) Additional donations to Designated Funds will be accepted provided that such donations match (or do not conflict with) the use restrictions or fund purpose of the individual fund in question.

(c) An annual accounting for the Foundation Heritage Fund will be provided to each of the following individuals (members of the Foundation board of directors), but only so long as they remain members of NATS: Brian Horne, Sarah Holman, Dian Lawler-Johnson, Donald Simonson, Chadley Ballantyne, Torin Chiles, Leslie Holmes, Kimberly James, Aaron Johnson, Barbara Hill Moore, Gale Odom, Kari Ragan, and Martha Randall. Such accountings will be made by electronic means and shall include a beginning and ending balance, as well as a description of transactions during the period.

(d) Distributions from the Designated Funds may be based on historical practices (including practices of the Merging Corporation prior to the Merger) as adjusted based on any changes in circumstances after the Merger (for example, if a particular competition is eliminated, a Designated Fund that previously provided prizes or financial assistance for that competition might be made available to fund another competition).

## **ARTICLE 6**

### **GENERAL**

6.1. Termination and Abandonment. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, whether before or after the adoption and approval of this Agreement by action of the Board of Directors of either Merging Corporation or Surviving Corporation, if the Board of Directors of any such corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of Merging Corporation or Surviving Corporation, as applicable. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either Merging Corporation or Surviving Corporation or their respective Boards of Directors or shareholders.

6.2. Amendment. This Agreement may be amended at any time prior to the Effective Time with the mutual consent of the Boards of Directors of Merging Corporation and Surviving Corporation; provided, however, that this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of Merging Corporation or Surviving Corporation, would

have a material adverse effect on the rights of their shareholders or in any manner not permitted under applicable law.

6.3. Deferral. Consummation of the transactions herein provided for may be deferred by the Board of Directors of Merging Corporation or Surviving Corporation for a reasonable period of time if such Board of Directors determines that such deferral would be, for any reason, in the best interests of Merging Corporation and Surviving Corporation.

6.4. Headings. The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

6.5. Further Assurances. From time to time, as and when required by Surviving Corporation, there shall be executed and delivered on behalf of Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken by Surviving Corporation all such further and other action, as shall be appropriate or necessary in Surviving Corporation's sole discretion, in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of powers, rights and authority of the Merged Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Merged Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

6.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Left Blank: Signatures Follow]*



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, as of the day and year first above written.

**NATIONAL ASSOCIATION OF TEACHERS OF  
SINGING, INC.,**

a Florida not-for profit corporation

By: 

Allen Henderson

As Executive Director

**NATIONAL ASSOCIATION OF TEACHERS OF  
SINGING FOUNDATION, INC.,**

a New York not-for profit corporation

By: 

Brian L. Horne

As President