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MERGER OR SHARE EXCHANGE
The Schools of McKeel Academy, Inc.

Certificate of Status	0
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ARTICLES OF MERGER
OF
McKEEL ELEMENTARY ACADEMY, INC.
AND
SOUTH McKEEL ACADEMY, INC.
INTO
THE SCHOOLS OF McKEEL ACADEMY, INC.

FILED
14 DEC 15 AM 11:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. McKEEL ELEMENTARY ACADEMY, INC. (Document Number N02000009850) a Florida not-for-profit corporation, SOUTH McKEEL ACADEMY, INC. (Document Number N05000010985) a Florida not-for-profit corporation, and THE SCHOOLS OF McKEEL ACADEMY, INC., (Document Number N98000003597), a Florida not-for-profit corporation, are parties to a merger, with THE SCHOOLS OF McKEEL ACADEMY, INC., being the Surviving Corporation.

2. A true and complete copy of the Plan of Merger is attached hereto as Exhibit "A."

3. No change in the Articles of Incorporation of THE SCHOOLS OF McKEEL ACADEMY, INC., being the Surviving Company, shall be effected by the merger.

4. The merger shall be effective beginning at 12:01 a.m., January 1, 2015 (referred to in the Plan of Merger as the "Effective Time").

5. The adoption and approval of the Plan of Merger by the vote of the Board of Trustees and the Members of each of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL ACADEMY, INC. and THE SCHOOLS OF McKEEL ACADEMY, INC., occurred at the duly noticed and attended meetings on the following dates:

<u>Name of Corporation</u>	<u>Date</u>
McKEEL ELEMENTARY ACADEMY, INC.	July 26, 2014
SOUTH McKEEL ACADEMY, INC.	July 26, 2014
THE SCHOOLS OF McKEEL ACADEMY, INC.	July 26, 2014

6. The Members of each of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL ACADEMY, INC. and THE SCHOOLS OF McKEEL ACADEMY, INC., are limited to the

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members of the Board of Trustees. The vote of approval of the Plan of Merger by the Board of Trustees and the Members of each of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL ACADEMY, INC. and THE SCHOOLS OF McKEEL ACADEMY, INC., were as follows:

<u>Name of Corporation</u>	<u>Vote For</u>	<u>Vote Against</u>
McKEEL ELEMENTARY ACADEMY, INC.	7	0
SOUTH McKEEL ACADEMY, INC.	7	0
THE SCHOOLS OF McKEEL ACADEMY, INC.	7	0

7. The merger provided for herein is permitted under the laws of the State of Florida and has been authorized in compliance with said laws and the Bylaws of the Corporations being merged.

IN WITNESS WHEREOF, McKEEL ELEMENTARY ACADEMY, INC. has caused these Articles of Merger to be executed by its undersigned officer duly authorized, this 15th day of December, 2014.

McKEEL ELEMENTARY ACADEMY, INC.,
a Florida not-for-profit corporation

By: Alan Black

ALAN BLACK, President

IN WITNESS WHEREOF, SOUTH McKEEL ACADEMY, INC. has caused these Articles of Merger to be executed by its undersigned officer duly authorized this 15th day of December, 2014.

SOUTH McKEEL ACADEMY, INC.,
a Florida not-for-profit corporation

By: Alan Black

ALAN BLACK, President

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IN WITNESS WHEREOF, THE SCHOOLS OF McKEEL ACADEMY, INC. has caused these Articles of Merger to be executed by its undersigned officer duly authorized this 15th day of December, 2014.

THE SCHOOLS OF McKEEL ACADEMY, INC.,
a Florida not-for-profit corporation

By: _____

Alan Black
ALAN BLACK, President

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PLAN OF MERGER**I. Corporations Proposing to Merge and the Surviving Corporation.**

(a) The Corporations proposing to merge are McKEEL ELEMENTARY ACADEMY, INC., a Florida not-for-profit corporation, SOUTH McKEEL ACADEMY, INC., a Florida not-for-profit corporation, and THE SCHOOLS OF McKEEL ACADEMY, INC., a Florida not-for-profit corporation (sometimes, collectively referred to herein as the "Corporations," and separately "Corporation").

(b) As of the Effective Time of the merger as specified in the Articles of Merger (referred to herein as the "Effective Time"), McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. shall be merged into THE SCHOOLS OF McKEEL ACADEMY, INC. in accordance with the applicable laws of the State of Florida and the terms and provisions of this Plan of Merger. THE SCHOOLS OF McKEEL ACADEMY, INC. shall be the surviving corporation (referred to herein as the "Surviving Corporation").

(c) THE SCHOOLS OF McKEEL ACADEMY, INC., is a Florida not-for-profit corporation organized and existing under Chapter 617, Florida Statutes.

(d) McKEEL ELEMENTARY ACADEMY, INC. is a Florida not-for-profit corporation organized and existing under Chapter 617, Florida Statutes.

(e) SOUTH McKEEL ACADEMY, INC., is a Florida not-for-profit corporation organized and existing under Chapter 617, Florida Statutes.

II. Terms and Conditions of the Proposed Merger.

(a) The corporate identity, existence, purposes, powers, rights, privileges, immunities and franchises of a public as well as of a private nature of THE SCHOOLS OF McKEEL ACADEMY, INC., shall continue unaffected and unimpaired by the merger.

EXHIBIT "A"

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(b) As of the Effective Time, the separate existence of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. shall cease (except to the extent continued by law), and all of the properties (both real and personal), rights, powers, privileges, immunities and franchises, of whatever nature and description, of a public as well as of a private nature, of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC., shall be transferred to, vest in and evolve upon THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, without further act or deed.

(c) From and after the Effective Time, THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, shall be responsible and liable for all of the debts, liabilities and obligations of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC., to the extent required by law; and any claim existing and any action or proceeding pending by or against either of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC., may be prosecuted as if the merger had not taken place or, alternatively, THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, may be substituted in the place of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC.

(d) If, at any time, THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, shall consider or be advised that any further actions are necessary or desirable to vest, protect or confirm, of record or otherwise, in THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, the title to any properties (both real and personal), powers, rights, privileges, immunities or franchises of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. acquired by

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reason of the merger, or otherwise to carry out the provisions hereof, the last acting officers of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. or, alternatively, the corresponding officers of THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, shall execute and deliver such confirmatory conveyance documents and like instruments, and shall take all such other actions as shall be deemed necessary or desirable to vest, perfect or confirm title to all of such properties (both real and personal), powers, rights, privileges, immunities and franchises of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. in THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, and otherwise to carry out the intent hereof.

III. Manner and Basis of Converting the Members of the Merging Corporations into the Members of the Surviving Corporation.

(a) The Members of each of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL ACADEMY, INC. and THE SCHOOLS OF McKEEL ACADEMY, INC. are limited to each Corporation's Board of Trustees and the Board of Trustees of each Corporation are the same. Consequently, all of the Members of each of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL ACADEMY, INC. and THE SCHOOLS OF McKEEL ACADEMY, INC. are the same.

(b) As of the Effective Time, there will be no change in the Members, cancellation of Members or transfer of Members on the Merger of each of the McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. into THE SCHOOLS OF McKEEL ACADEMY, INC., as a Surviving Corporation. Rather, the Members of THE SCHOOLS OF McKEEL ACADEMY, INC., shall remain all of the Members of THE

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SCHOOLS OF McKEEL ACADEMY, INC., as a Surviving Corporation, after the merger, which are all of the present Members of all of the Corporations being merged.

IV. Articles of Incorporation, Bylaws, Officers and Trustees of the Surviving Corporation.

(a) The Articles of Incorporation of THE SCHOOLS OF McKEEL ACADEMY, INC., being the Surviving Corporation, shall be amended and restated by the Second Amended and Restated Articles of Incorporation of McKEEL ACADEMY OF TECHNOLOGY, INC., that will be filed with the office of the Florida Secretary of State immediately before the filing of the Articles of Merger and this Plan of Merger, but which, shall, on and after their filing and on and after the Effective Time constitute the Articles of Incorporation of the Surviving Corporation, unless and until thereafter amended in accordance with the provisions thereof.

(b) On and after the Effective Time, the Bylaws of THE SCHOOLS OF McKEEL ACADEMY, INC., as amended immediately before the merger as the First Amended and Restated Bylaws of THE SCHOOLS OF McKEEL ACADEMY, INC., shall be the Bylaws of the Surviving Corporation unless and until such Bylaws shall be altered, amended or repealed, or until new Bylaws shall be adopted, in accordance with the provisions of such Bylaws.

(c) As of the Effective Time, each current Officers and Trustees of THE SCHOOLS OF McKEEL ACADEMY, INC. shall serve as the Officers and Trustees of the Surviving Corporation and shall serve as such until their respective successors are duly elected and have qualified.

V. Other Provisions.

(a) This Plan of Merger may be abandoned by the mutual consent of each of the Boards of Trustees of McKEEL ELEMENTARY ACADEMY, INC., SOUTH McKEEL

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ACADEMY, INC., and THE SCHOOLS OF McKEEL ACADEMY, INC. at any time before the Effective Time.

(b) The purpose of the statutory merger contemplated in this Plan of Merger is to accomplish a merger of each of McKEEL ELEMENTARY ACADEMY, INC. and SOUTH McKEEL ACADEMY, INC. into THE SCHOOLS OF McKEEL ACADEMY, INC., as the Surviving Corporation, pursuant to the applicable provisions of Chapter 607 and 617, Florida Statutes, as amended.

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