

P1700000001207

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

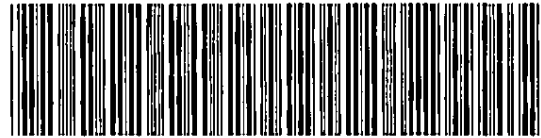
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300306014103

11/28/17--01014--013 **78.75

FILED
17 NOV 27 AM 10:57
ST. LOUIS, MO
TALAMON, J. L.

Merger

R. WHITE

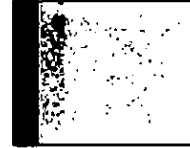
NOV 30 2017

HALLISKY & DAVIS

1834 Mason Avenue, Daytona Beach FL 32117

866-897-6970 (Phone/Facsimile)

Deborah.hallisky@gmail.com



November 3, 2017

Florida Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

RE: *MERGER - WHEAT-PADEN, INC.*

The enclosed Articles of Merger and fee are submitted for filing upon receipt:

1. Original and one copy of Articles of Merger together with attached Plan of Merger and our check in the amount of \$78.75 in payment of the filing fee (\$70.00) and the fee for a certified copy (\$8.75).

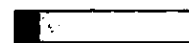
Please return all correspondence concerning this matter to :

Kristen A. Wheat-Paden
140 Sunrise Boulevard
DeBary, FL 32713
Liv2dans@hotmail.com

For further information concerning this matter, please call:
Deborah M. Hallisky, Esq. at 866-897-6970.

Sincerely,

D. M. Hallisky, Esq.



FILED

ARTICLES OF MERGER 17 NOV 27 AM 10: 57

The following Articles of Merger are submitted in accordance with the Florida for profit Corporation Act, pursuant to section 607.1105, Florida Statutes.

ARTICLE I - NAME AND JURISDICTION OF SURVIVING CORPORTION

The name, jurisdiction and document number of the Surviving Corporation (the "Surviving Corporation") are as follows:

Name: Wheat-Paden, Inc.
Jurisdiction: Florida
Document Number: P17000064207

ARTICLE II - NAME AND JURISDICTION OF MERGING CORPORATION

The name, jurisdiction and document number of the Merging Corporation (the "Merging Corporation") are as follows:

Name: European School of Performing Arts Company
Jurisdiction: Florida
Document Number: P99000007284

ARTICLE III - PLAN OF MERGER

The Plan of merger between the Surviving Corporation and the merging Corporation is attached hereto as Exhibit A. (The "Plan of Merger").

ARTICLE IV - EFFECTIVE DATE OF MERGER

The merger shall become effective between the Surviving Corporation and the Merging Corporation on the date these Articles of Merger are filed with the Florida Department of State.

ARTICLE V - ADOPTION OF MERGER BY SURVIVING CORPORATION

The Board of Directors of the Surviving Corporation adopted the Plan of Merger on October 11, 2017 and shareholder approval was not required. The number of

Directors of the Surviving Corporation in the office at the time of voting for the Plan of merger was 2. The vote for the Plan of Merger was as follows:

2	FOR
0	AGAINST
0	ABSENT

ARTICLE VI - ADOPTION OF MERGER BY MERGING CORPORATION

The Board of Directors of the Merging Corporation adopted the Plan of Merger on October 11, 2017 and shareholder approval was not required. The number of Directors of the Merging Corporation in the office at the time of voting for the Plan of Merger was 2. The vote for the Plan of Merger was as follows:

2	FOR
0	AGAINST
0	ABSENT

[NO FURTHER TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

EXECUTED on October 11, 2017, by the Surviving Corporation and the Merging Corporation.

SURVIVING CORPORATION:

WHEAT-PADEN, INC., a Florida Corporation

BY:

Kristen A. Wheat-Paden

Signature: Kristen A. Wheat-Paden

Date: 10/11/2017

MERGING CORPORATION:

EUROPEAN SCHOOL OF PERFORMING ARTS COMPANY, INC.

By:

Germaine A. Bledsoe

Signature: Germaine A. Bledsoe

Date: 10/11/2017

PLAN OF MERGER

On October 11, 2017 (the "effective date"), Wheat-Paden, Inc., a Florida for profit corporation (the "Surviving Corporation") whose address is 360 Tomoka Avenue, Ormond Beach, Florida 32174 and European School of the Performing Arts Company, a Florida for profit corporation (the "Merging Corporation"), whose address is 307 Airport Road, Ormond Beach, Florida 32174 (the Surviving Corporation and the Merging Corporation are sometimes collectively referred to herein as the "Parties"), enter into this PLAN OF MERGER (the "Plan of Merger").

RECITALS

A. The Board of Directors of the Surviving Corporation (the "WP Board") and the Board of Directors of the Merging Corporation (the "ESPA Board") have determined that the proposed transaction (the "Merger") is advisable and for the general welfare and advantage of the respective Parties; and

B. The WP Board and the ESPA Board have each adopted a resolution approving this Plan of Merger.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Plan of Merger, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
2. Closing. The closing ("Closing"), of this Plan of Merger shall take place at the office of the surviving corporation on October 11, 2017. (the "Closing Date").
3. Merger of Corporations. At the Closing, the Merging Corporation shall merge into the Surviving Corporation and the corporate existence of the Merging Corporation shall cease and the corporate existence of the Surviving corporation shall continue under the revised name of the Surviving Corporation, Wheat-Paden, Inc. The Surviving Corporation shall become the owner, without other transfer, of all the rights and property of the Merging Corporation and shall become subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them subject only to the terms and conditions of the Purchase and Sales Agreement as amended on October 11, 2017 entered by the Parties.

Initials WUP (Surviving) ESPA (Merging)

4. Filing of Plan of Merger. At or before closing, the Surviving Corporation shall file Articles of Merger and this Plan of Merger with the Secretary of the State of Florida.

5. Principal Office of Surviving Corporation. Upon the Closing, the principal office and mailing address of the Surviving Corporation shall be as follows: 360 Tomoka Avenue, Ormond Beach, Florida 32174.

6. Registered Agent and Registered Office of the Surviving Corporation. Upon Closing, the registered Agent of the Surviving Corporation shall be Kristen A. Wheat-Paden, 140 Sunrise Boulevard, Debary, Florida 32713.

7. Articles of Incorporation of the Surviving Corporation. Upon the Closing, or as soon thereafter as is practicable, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in its entirety.

8. Bylaws of the Surviving Corporation. Upon the Closing, or as soon thereafter as is practicable, the Bylaws of the Surviving Corporation shall be amended and restated in its entirety.

9. Directors of the Surviving Corporation. Upon the Closing, the directors of the Surviving Corporation shall be appointed as set forth in the By-Laws of the Merged Organization (collectively, the "Directors") as follows:

- (a) Kristen A. Wheat-Paden
- (b) Jonathan R. Paden

10. Officers of the Surviving Corporation. Upon the Closing, the names and titles of the officers of the Surviving Corporation's Board of Directors shall be as follows:

- (a) Kristen A. Wheat-Paden, President
- (b) Jonathan R. Paden, Vice-President

11. Directors of the Surviving Corporation. Upon the Closing, the Directors shall be the sole members of the Surviving Corporation.

12. Notices.

(a) Any notice, request, demand or communication required or permitted to be given by any provision of the Agreement shall be deemed to have been delivered, given and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery service at the time of such delivery, or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified above, two business days after such

Initials KWP (Surviving) JP (Merging)

delivery to the united States Postal service. Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

13. Miscellaneous.

(a) Entire Agreement. This Plan of Merger, the exhibits, and the schedules, contain all of the terms and conditions agreed by the parties with reference to the subject matter and supercede all the previous agreements, representations, and communications between the parties, whether written or oral; except that this Agreement incorporates by reference the terms and conditions of the Parties' Sale and Purchase Agreement amended and executed on October 11, 2017 inclusive of all schedules. This Plan of Merger may not be modified or changed except by written instrument signed by all Parties, or their respective successors or assigns.

(b) Assignment. This Plan of Merger shall not be assigned or assignable by any of the Parties without the express written consent of all other parties. The Plan of Merger shall inure to the benefit and be binding on the Parties and their respective successors and assigns.

(c) Captions. All section, schedule and exhibit headings are inserted for the convenience of the Parties and shall not be used in any way to modify, limit, construe or otherwise affect this Plan of Merger.

(d) Counterparts. This Plan of Merger may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

(e) Waiver. The Parties may, by written notice to all other parties, (i) extend the time for performance of any of the obligations by the other actions of any Party; (ii) waive any inaccuracies in the representations or warranties of any party contained in this Plan of Merger or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other Party contained in this Plan of Merger; or (iv) waive, in whole or in part, performance of any of the obligations of any party. No action taken under this plan of merger, including but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Plan of Merger shall not operate or be construed as a waiver of any subsequent or similar breach.

Initials WUP (Surviving) MS (Merging)

(f) Controlling law. This Plan of Merger has been entered into in the state of Florida and shall be governed by, construed under and enforced in accordance with the laws of Florida.

(g) Further Assurances. The parties shall use all reasonable efforts to bring about the transactions contemplated by this Plan of Merger as soon as practicable, including the execution and delivery of all instruments, assignment and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this plan of merger.

(h) Attorney's Fees. In the event a lawsuit is brought to enforce or interpret any part of this Plan of Merger or the rights or obligations of any party to this Plan of Merger, the prevailing party shall be entitled to recover that party's costs of suit and reasonable attorney's fees through all appeals in compliance with those additional terms as detailed in the Parties' Sales and Purchase Agreement, inclusive of schedules amended on October 11, 2017.

(i) References to Plan of Merger. The words "hereof", "herein", "hereunder" and other similar compounds of the words "here" shall mean and refer to the entire Plan of Merger, and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

(j) Schedules and Exhibits. All schedules and exhibits shall be deemed an integral part of this Plan of Merger, and are incorporated into this Plan of Merger by reference.

(k) Venue. Any litigation arising under this Plan of Merger shall be instituted only in the Florida Seventh Judicial Circuit Court located in Volusia County, Florida. All parties agree that venue shall be proper in that County for all such legal or equitable proceedings.

(l) Severability. Each section, subsection, and lesser section of this plan of merger constitute a separate and distinct undertaking, covenant or provision. If any provision of this Plan of merger shall be determined to be unlawful, that provision shall be deemed severed from this Plan of Merger, but every other provision of this plan of merger shall remain in full force and effect.

(m) Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Plan of Merger is intended, or shall be construed, to confer on or give any person, form or corporation, other than the Parties, any rights or remedies under or by reason of this Plan of Merger.

[NO FURTHER TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Initials KUP (Surviving) ME (Merging)

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand this Agreement and execute same accepting the terms, the duties and obligations set forth.

SURVIVING CORPORATION:

WHEAT-PADEN, INC., a Florida Corporation

BY:

Kristen A. Wheat-Paden

Signature: Kristen A. Wheat-Paden

Date: 10/11/17

MERGING CORPORATION:

EUROPEAN SCHOOL OF PERFORMING ARTS COMPANY, INC.

By:

Germaine A. Bledsoe

Signature: Germaine A. Bledsoe

Date: 10/11/2017

Initials KWP (Surviving) MB (Merging)