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DIVISION OF CORPORATIONS
2019 DEC 26 PM 1:09 2019 DEC 26 PM 4:00

Corp.
Merger

12/27/19

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NAME: HIGH PERFORMANCE LEARNING, INC

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Abbie Hodge

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: High Performance Learning, 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:

Neil H. Aronson

Contact Person

Gennari Aronson, LLP

Firm/Company

250 First Avenue, Suite 200

Address

Needham, MA 02494

City/State and Zip Code

naronson@galawpartners.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Neil H. Aronson

Name of Contact Person

At (781) 719-9803

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

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
High Performance Learning, Inc.	Florida	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
High Performance Learning, Inc.	Massachusetts	
High Performance Learning, Inc.	Florida	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2020 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 26, 2019.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 26, 2019.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

2019 DEC 26 PM 1:09
SECRETARY OF STATE
DIVISION OF CORPORATE & COMMERCIAL AFFAIRS

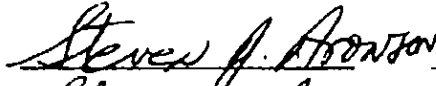
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

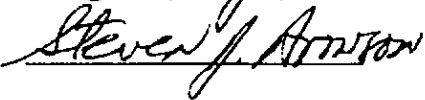
Typed or Printed Name of Individual & Title

High Performance Learning, Inc.



Steven J. Aronson; President, Treasurer, Clerk, and Director

High Performance Learning, Inc.



Steven J. Aronson; President, Treasurer, Secretary, and Director

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Merger Agreement**”), dated as of December 26, 2019, is by and between High Performance Learning, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the “**Massachusetts Corporation**”), and High Performance Learning, Inc., a corporation organized under the laws of the State of Florida (the “**Florida Corporation**”). The Massachusetts Corporation and the Florida Corporation are sometimes referred to together herein as the “**Constituent Entities**.”

Introduction

WHEREAS, the Board of Directors and sole shareholder of the Massachusetts Corporation deems it advisable and in the best interests of the Massachusetts Corporation and the sole shareholder that the Massachusetts Corporation merge with and into the Florida Corporation, upon the terms and conditions set forth herein (the “**Merger**”) and pursuant to the provisions of the Florida Business Corporations Act (the “**FBCA**”) and the Massachusetts Business Corporations Act (the “**MBCA**”);

WHEREAS, the Florida Corporation has not issued any shares of its capital stock as of the date hereof; and

WHEREAS, the Board of Directors of the Florida Corporation deems it advisable and in the best interests of the Florida Corporation that the Florida Corporation enter into the Merger upon the terms and conditions set forth herein and pursuant to the provisions of the FBCA and MBCA.

NOW, THEREFORE, the Constituent Entities hereby agree as follows:

ARTICLE I THE MERGER

Section 1. The Merger. In accordance with the provisions of this Merger Agreement, the FBCA and the MBCA, upon and after the Effective Time (as hereinafter defined), the Massachusetts Corporation shall be merged with and into the Florida Corporation, the separate existence of the Massachusetts Corporation shall thereupon cease, and the Florida Corporation shall continue to exist and shall be the surviving entity (sometimes referred to herein as the “**Surviving Entity**”) in the Merger.

Section 2. Effective Time of the Merger. As soon as possible after this Merger Agreement is executed and delivered, the Articles of Merger shall be filed with the Secretary of State of the State of Florida in accordance with Section 607.1105 of the FBCA. The Merger will be effective (the “**Effective Time**”) on January 1, 2020, the time specified in this filing. The Articles of Merger shall also be filed with the Secretary of Commonwealth of the Commonwealth of Massachusetts in accordance with Section 11.06 of the MBCA.

Section 3. Effect of the Merger, Generally. The Merger shall have the effects provided in this Merger Agreement and the applicable provisions of the FBCA and the MBCA.

ARTICLE II THE SURVIVING ENTITY

Section 1. Name. Upon and following the Effective Time, the name of the Florida Corporation as in effect immediately prior to the Merger shall be the name of the Surviving Entity.

Section 2. Purposes. Upon and following the Effective Date, the purposes of the Florida Corporation as set forth in its Certificate of Incorporation shall be the purposes of the Surviving Entity.

Section 3. Certificate of Incorporation. Upon and following the Effective Date, the Certificate of Incorporation of the Florida Corporation as in effect immediately prior to the Merger shall be the Certificate of Incorporation of the Surviving Entity.

Section 4. By-Laws. Upon and following the Effective Date, the By-Laws of the Florida Corporation as in effect immediately prior to the Merger shall be the By-Laws of the Surviving Entity.

Section 5. Directors and Officers. Upon and following the Effective Date, the sole director and sole officer of the Florida Corporation as of immediately prior to the Merger shall be the sole director and sole officer of the Surviving Entity, to hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Entity.

ARTICLE III EFFECT OF THE MERGER

Section 1. Total Consideration. The total consideration payable by the Florida Corporation with respect to all outstanding shares of the common stock, par value \$0.01 per share, of the Massachusetts Corporation ("**Massachusetts Stock**") shall be the shares of common stock, par value \$0.01 per share, of the Florida Corporation issued in exchange for the Massachusetts Stock, as determined pursuant to Article III, Section 2 of this Merger Agreement.

Section 2. Conversion of Massachusetts Corporation Shares.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the sole shareholder, all shares of Massachusetts Stock shall be converted into shares of the common stock, par value \$0.01 per share, of the Surviving Entity (the "**Surviving Entity Stock**"), as set forth on Exhibit A hereto. Following the Effective Time, the Surviving Entity will issue to the holder thereof a certificate in respect of such holder's Surviving Entity Stock.

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of the sole shareholder, all certificates evidencing shares of Massachusetts Stock outstanding immediately prior to the Effective Time shall be cancelled and retired, and the sole shareholder shall cease to have any rights with respect to any such certificates evidencing Massachusetts Stock, except for the right to receive Surviving Entity Stock pursuant to the terms of this Merger Agreement.

(c) None of the Surviving Entity Stock issued in connection with the Merger will be registered under the Securities Act of 1933, as amended (the "**Securities Act**") or applicable state securities laws. Such shares may not be transferred or resold thereafter, except following registration under the Securities Act or in reliance on an exemption from registration under the Securities Act and applicable state securities laws.

ARTICLE IV APPROVAL OF AGREEMENT

Section 1. Approval of the Massachusetts Corporation. The Board of Directors of the Massachusetts Corporation has approved and adopted the Merger and this Merger Agreement by executing a written consent in accordance with Sections 8.21 and 11.04 of the MBCA. The stockholders holding at least 66 2/3 % of the outstanding and issued shares of each class and series of capital stock of the Massachusetts Corporation have approved and adopted the Merger and this Merger Agreement by executing a written consent in accordance with Sections 7.04 and 11.04 of the MBCA.

Section 2. Approval of the Florida Corporation. The Board of Directors of the Florida Corporation has approved and adopted the Merger and this Merger Agreement by executing a written consent in accordance with Section 607.1101 of the FBCA.

ARTICLE V GENERAL

Section 1. Abandonment. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned for any reason by the Boards of Directors of the Florida Corporation or the Massachusetts Corporation.

Section 2. Amendment. This Merger Agreement may be amended or modified only in a writing signed by each of the Constituent Entities.

Section 3. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Section 4. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the FBCA and the other laws of the State of Florida applicable to contracts made and to be performed wholly therein (without regard to principles of conflicts of laws), except to the extent that the laws of the Commonwealth of Massachusetts are required to apply.

IN WITNESS WHEREOF and under seal, the parties hereto have executed this Merger Agreement as of the day and year first above written.

**High Performance Learning, Inc.,
a Massachusetts corporation**

By: Steven J. Aronson
Name: Steven J. Aronson
Title: President

**High Performance Learning, Inc.,
a Florida corporation**

By: Steven J. Aronson
Name: Steven J. Aronson
Title: President

Exhibit A

Post-Merger Ownership of the Corporation

<u>Name and Address</u>	<u>Shares of Surviving Entity</u> <u>Stock</u>
Steven J. Aronson c/o High Performance Learning, Inc. 8415 Sandpiper Way West Palm Beach, FL 33412	200,000
TOTAL	<hr/> 200,000 <hr/>